

DRAFT AGENDA

**REGULAR COUNCIL MEETING
TUESDAY
JULY 7, 2015**

**COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.**

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointments: Library Board.**RECOMMENDED ACTION:**

Make two (2) appointments to term expiring November 2017.

B. Consideration of Appointments: Planning and Zoning Commission.**RECOMMENDED ACTION:**

Make one appointment to a term expiring December 2017.

C. Consideration of Appointments: Open Space Commission.**RECOMMENDED ACTION:**

Make one At-Large appointment to a term expiring April 2016.

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. Consideration and Approval of Sole Source Contract: Sole source advertising contract with Legends Entertainment District. **(Purchase of the Flagstaff Cool Zone)****RECOMMENDED ACTION:**

Approve the purchase of the Flagstaff Cool Zone with Legends Entertainment District in the amount of \$65,000, as a sole source procurement.

10. ROUTINE ITEMS**A. Consideration and approval of Grant Agreement: To the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for the Edward Byrne Justice Assistance Grant funds in the amount of \$291,660.00 for the Northern Arizona Street Crimes Task Force **(aka METRO unit)**.****RECOMMENDED ACTION:**

Approve the acceptance of the grant from the U.S. Department of Justice, through the Arizona Criminal Justice Commission, Edward Byrne Justice Assistance Grant funds in the amount of \$291,660.00 for FY2016.

- B. Consideration and Adoption of Ordinance No. 2015-15:** An ordinance of the Flagstaff City Council adopting amendments to the Flagstaff City Code, Title 5, *Fire Code*, to be consistent with Arizona Revised Statutes.

RECOMMENDED ACTION:

At the Council Meeting of July 7, 2015

- 1) Read Ordinance No. 2015-15 by title only for the first time
- 2) City Clerk reads Ordinance No. 2015-15 by title only for the first time (if approved above)

At the Council Meeting of July 21, 2015

- 3) Read Ordinance No. 2015-15 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-15 by title only for the final time (if approved above)
- 5) Adopt Ordinance No. 2015-15

- C. Consideration and Adoption of Ordinance No. 2015-11:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2016.

(Property Tax Levy for FY 15-16)

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2015-11 by title only for the final time
- 2) City Clerk reads Ordinance No. 2015-11 by title only (if approved above)
- 3) Adopt Ordinance No. 2015-11

- D. Consideration of Appointments:** City Manager.

RECOMMENDED ACTION:

Appoint Josh Copley as the City Manager effective September 10, 2015 for the City of Flagstaff.

- E. Consideration of Appointments:** Magistrates and Presiding Magistrate for the Flagstaff Municipal Court

RECOMMENDED ACTION:

Approve the appointments of Thomas L. Chotena as the Presiding Magistrate, Michael Araujo as Magistrate and Paul Julien as Magistrate, On-Call.

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

12. PUBLIC PARTICIPATION**13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA****14. PUBLIC HEARING ITEMS**

None

15. REGULAR AGENDA

- A. Consideration and Adoption of Ordinance No. 2015 - 12:** An ordinance of approval for the Roadway Functional Classifications and Truck Routes map being placed into the Engineering Standards. ***(Update/Addition to Engineering Standards)***

RECOMMENDED ACTION:

At the City Council meeting of July 7, 2015

- 1) Read Ordinance No. 2015-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2015-12 by title only (if approved above)

At the City Council meeting of July 21, 2015

- 3) Read Ordinance No. 2015-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2015-12

- B. Consideration and Adoption of Ordinance No. 2015-14:** Amending the Employee Handbook of Regulations and Flagstaff City Code by adopting amendments relating to Retiree Insurance relating to eligibility.

RECOMMENDED ACTION:

At the July 7, 2015, Regular Council Meeting:

- 1) Read Ordinance No. 2015-14 for the first time by title only
- 2) City Clerk reads Ordinance No. 2015-14 for the first time by title only (if approved above)

At the July 21, 2015, Regular Council Meeting:

- 3) Read Ordinance No. 2015-14 for the final time
- 4) City Clerk reads Ordinance No. 2015-14 for the final time (if approved above)

5) Adopt Ordinance No. 2015-14

- C. **Approval of Ballot Language:** For November 2015 Special Election. (***Approval of Ballot Language as exhibit to Resolution No. 2015-26***)

RECOMMENDED ACTION:

Approval Ballot Language as Exhibit to Resolution No. 2015-26 adopted on June 16, 2015.

16. DISCUSSION ITEMS

None

17. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

- A. Request by Councilmember Oravits for a future agenda item to have provided a Low Impact Development Update.

18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**19. ADJOURNMENT****CERTIFICATE OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2015.

Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 06/24/2015
Meeting Date: 07/07/2015



TITLE:

Consideration of Appointments: Library Board.

RECOMMENDED ACTION:

Make two (2) appointments to term expiring November 2017.

Executive Summary:

The Flagstaff City-Coconino County Public Library Board consists of two County residents, four City residents, and one each non-voting member of the City Council and Board of Supervisors. The Library Board serves as a citizen's advisory board to the Library Director.

There are currently three seats available; Joanne Parkes is seeking reappointment and there are two vacant seats. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are two applications on file for consideration by the Council, they are as follows:

Joanne Parkes (current commissioner)
Dorothy Renstrom (new applicant)

COUNCIL INTERVIEW TEAM: Councilmember Evans and Councilmember Overton

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Connection to Council Goal and/or Regional Plan:

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint two board members: By appointing members at this time, the Library Board will be at near full membership, allowing the board to continue meeting and provide recommendations to the City Council.

2) Table the action to allow for further discussion or to expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Board members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: [Library Board Roster](#)
 [Library Board Authority](#)
 [Library Board Applicant Roster](#)
 [Library Board Applications](#)



City of Flagstaff, AZ

LIBRARY BOARD MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Brewster, Karla</u> CITY REPRESENTATIVE (Non Voting) Councilmember/City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001		Indefinite	No
<u>Browning, Dural (Dave)</u> COUNTY RESIDENT Retired 10004 Heritage Dr. Flagstaff, AZ 86004 Term: (1st 4/14-11/18)	04/15/2014	11/18	02/19/2015
<u>Fowler, Lena</u> COUNTY REPRESENTATIVE (Non Voting) Board of Supervisors/Coconino County 219 E. Cherry Avenue Flagstaff, AZ 86001 Work Phone: 928-679-7151		Indefinite	No
<u>Garrison, Ruth</u> CITY RESIDENT Artist/Self Employed 2441 W. Blue Willow Rd. Flagstaff, AZ 86004 Home Phone: 928-774-8641 Term: (1st 4/10-11/12; 2nd 11/12-11/15)	02/19/2013	11/15	02/16/2012



City of Flagstaff, AZ

<u>Parkes, Joanne</u>	02/19/2013	11/14	02/19/2015
CITY RESIDENT Director, Children's Health Ctr./Flagstaff Medical Center 1738 W. University Hts. S. Flagstaff, AZ 86001 Cell Phone: 928-699-3209 Term: (1st 5/09-11/11; 2nd 11/11 - 11/14)			
<u>Young, Harriet H.</u>	04/15/2014	11/17	No
COUNTY RESIDENT NAU - Adjunct Professor/Retiree 5840 E. Waki Flagstaff, AZ 86004 Home Phone: 928-527-1001 Term: (1st 8/07-11/10; 2nd 11/10-11/13, 3rd 11/13-11/17)			
<u>Z-VACANT.</u>		11/16	No
CITY RESIDENT			
<u>Z-VACANT.</u>		11/17	No
CITY RESIDENT			

Staff Representative: **Heidi Holland**

As Of: June 24, 2015

CITY OF FLAGSTAFF

RESOLUTION NO. 1050

A RESOLUTION HAVING THE EFFECT OF AN ORDINANCE ESTABLISHING THE FLAGSTAFF CITY-COCONINO COUNTY PUBLIC LIBRARY BOARD; ESTABLISHING MEMBERSHIP AND TERMS OF SERVICE; DEFINING THE PURPOSE AND DUTIES; FIXING THE PROCEDURE OF MEETINGS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: Title 2, Chapter 2 of the Municipal Code of the City of Flagstaff, is hereby repealed.

SECTION 2: There is hereby established the Flagstaff City-Coconino County Public Library Board to be composed of nine (9) City members, and three (3) County members who shall meet as hereinafter provided, to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of Coconino County and the citizens of the City and County, that affect the operation and efficiency of the Library toward the end of providing an optimum level of library services within resources available.

SECTION 3: The composition of the membership of the Board shall be as follows:

A. A Councilman, designated by the Council to serve during that person's term of office.

B. Eight (8) City members to be appointed by the Council of the City of Flagstaff at the effective date of this Resolution who shall serve for three year terms, the eight (8) members to initially be appointed as follows:

Two (2) shall be appointed for one (1) year terms.
Three (3) shall be appointed for two (2) year terms.
Three (3) shall be appointed for three (3) year terms.

These persons appointed to the Board shall be residents of the City.

C. Three (3) County members to be appointed by the Board of Supervisors of the County of Coconino who shall serve for three (3) year terms. The three (3) members to be initially appointed as follows:

One (1) shall be appointed for one (1) year term.
One (1) shall be appointed for two (2) year term.
One (1) shall be appointed for three (3) year term.

The Council shall review and may ratify the appointments of the Board of Supervisors as the eight City members are appointed.

D. Membership on the Board shall terminate if any member has two (2) consecutive unexcused absences. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

CITY OF FLAGSTAFF

RESOLUTION NO. 1050

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E. The effective date of the appointment of any member shall be the anniversary date of that member's tenure as provided above.

SECTION 4: The Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board in the appointments for which each governing body is responsible.

SECTION 5: The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public; the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours notice.

SECTION 6: Within sixty (60) days after the effective date of this Resolution and at the first meeting of the Board, the members of the Board shall elect a Chairperson and a Vice-Chairperson and a Secretary. Elections for those officers, thereafter, shall be held annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson. Roberts Rules of Order shall govern the conduct of meetings in the event of a procedural dispute.

SECTION 7: The following persons shall be ex-officio members of the Board, but shall have no vote:

1. The Mayor
2. The Chairman of the Board of Supervisors
3. The City Manager
4. The Library Director

SECTION 8: The Board hereby established shall act in an advisory capacity to, and make recommendations to the Library Director, the City Manager, the City Council and the Board of Supervisors on general policy relating to the operation of the library system. The Library Board shall submit to the City Council and the Board of Supervisors an annual report on activities during the fiscal year during the time future budgets are being considered.

SECTION 9: The public library system shall be administered by a Library Director, who shall be appointed by and serve at the direction of the City Manager as other City departments are administered.

SECTION 10: The Board, with the consent of the City Manager may call on all City Departments for assistance in the performance of its duties and it shall be the duty of such departments to render such assistance to the Board as may be reasonably required.

SECTION 11: All monetary gifts, legacies, bequests, donations, etc. shall be separately accounted for by the City Finance Department, and shall be drawn upon only for the Library purposes as specified by the donor or as trust fund expenditures are administered by common law or the statutes of the State of Arizona, upon requisition by the Library Director.

SECTION 12: That the immediate operation of the provisions of this Resolution is necessary for the public peace, health and safety of the residents and citizens of the City of Flagstaff; that an EMERGENCY is,

CITY OF FLAGSTAFF

RESOLUTION NO. 1050

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therefore, declared to exist; THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ITS PASSAGE AND ADOPTION BY THE COUNCIL OF THE CITY OF FLAGSTAFF.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 3rd day of January, 1978.

Robert L. Moody
MAYOR

ATTEST:

Linda Butler
CITY CLERK

APPROVED AS TO FORM:

Fred W. Croken Jr.
CITY ATTORNEY

A2009-1118.1

After recording, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

INTERGOVERNMENTAL AGREEMENT

Coconino County
and
City of Flagstaff

Flagstaff City – Coconino County Public Library Board

This Intergovernmental Agreement (IGA) is entered into this 18th day of Nov, 2009 (the "Effective Date"), by and between the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County"), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001. The City and the County may also be referred to as "Party" or "Parties" in this Agreement.

RECITALS

A. The Parties belong to the Coconino County Free Library District and sponsor or operate one or more public libraries ("Library") funded by and under the auspices of the District;

B. The Parties wish to set forth their agreement regarding the formation, membership and duties of a Flagstaff City – Coconino County Public Library Board (the Library Board");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the Operating Parties agree as follows:

1. Formation of the Library Board.

There is hereby established the Flagstaff City – Coconino County Public Library Board to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of the County, and the citizens of the City and the County that affect the operation and efficiency of the Library in order to provide an optimum level of library services using available resources. The Library Board shall act in an advisory capacity to, and make recommendations to, the Library Director, the City Manager, the City Council and the Board of Supervisors.

2. Membership.

The Board shall be composed of one (1) City Council Member, four (4) City residents, three (3)

Board members appointed by the Board of Supervisors of the County, one (1) appointee being a member of the County Board of Supervisors and two (2) being County residents. The City Council Member and the Supervisor shall be ex officio, non voting members.

3. Terms of Board Members; Vacancies.

3.1 Of the City residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, one shall be designated to serve for a term of two (2) years, and two shall be designated to serve a term of three (3) years from the date of their appointment. Thereafter, City residents shall be appointed for a term of office of three (3) years.

3.2 Of the two County residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, and the other shall be designated to serve for a term of two (2) years. Thereafter, County residents shall be appointed for a term of office of three (3) years.

3.3 The City Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board of appointments for which each governing body is responsible.

4. Organization of the Board

4.1 Within sixty (60) days after the effective date of this Agreement, and at the first meeting of the Board, the members of the Board shall elect a chairperson and a Vice-Chairperson. Elections for those officers shall be held thereafter annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson.

4.2 The Library Director may be an ex-officio, non voting member of the Board.

5. Meetings.

5.1 The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public. The time and place of the meetings shall be posted in accordance with any currently applicable State statutes, including but not limited to the Arizona Open Meeting Law, regulating public meetings and proceedings.

5.2 A quorum shall be one more than half the voting membership of the Board.

5.3 If any Board member has two (2) consecutive unexcused absences, the remaining Board members may vote to terminate the appointment of the unexcused member. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

6. Effective Date and Term

6.1 This Agreement shall be effective with respect to the City and the County at the time of its adoption by their governing bodies.

6.2 This Agreement shall continue in force and effect until midnight on June 30, 2020, unless sooner terminated as indicated in this Agreement; provided, however, that this Agreement shall be automatically renewed for an additional term of two (2) year unless notice of intent not to renew is given by either Party no less than sixty (60) days prior to the end of its initial term.

6.3 Notwithstanding anything to the contrary contained in this Agreement, it may be terminated by either Party, with respect to such Party, upon six (6) months' prior written notice of its intent to do so, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.F, in the event of the occurrence of any of the circumstances described in A.R. S. § 38-511.A.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of noncompliance with State or Federal law or arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

If to Flagstaff:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the County:

Deputy County Manager
Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. Sec. 11-952.

10. Prior Agreements, Integration, Modification

10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by or for all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

13. Headings

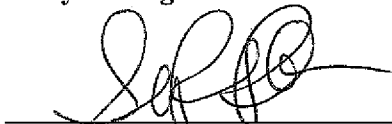
The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. Governing Law

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

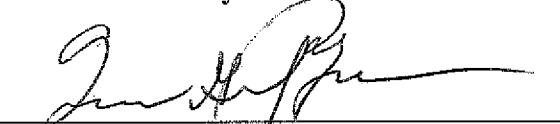
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff



By: Sara Presler, Mayor

Coconino County



By: Matthew G. Ryan, Chairman
Board of Supervisors

Attest:

Laura Matthews for
City Clerk

Approved as to form and as to authority
granted by law:

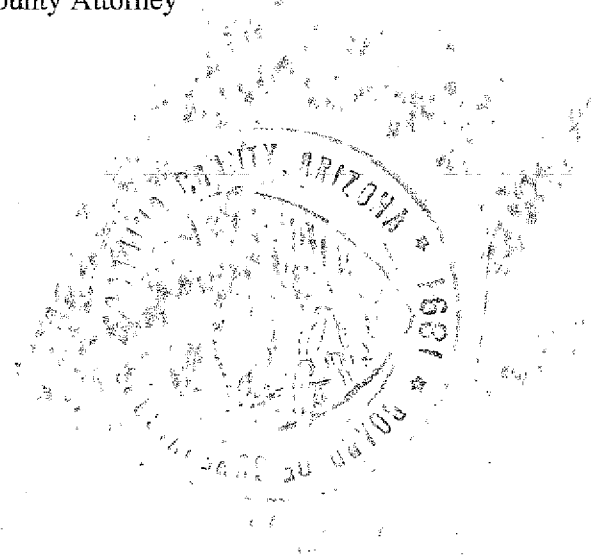
Juan H. Kitzgren for
City Attorney

Attest:

Wendy E. Coffey
Clerk of the Board

Approved as to form and as to authority
granted by law:

Jean E. Wicks
Deputy County Attorney





City of Flagstaff, AZ

LIBRARY BOARD APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Parkes, Joanne</u> CITY RESIDENT Retired 1738 W. University Hts. S. Flagstaff, AZ 86001 Cell Phone: 928-699-3209 Term: (1st 5/09-11/11; 2nd 11/11 - 11/14)	02/19/2013	11/14	02/19/2015
<u>Renstrom, Dorothy</u> CITY RESIDENT Social Worker/Retired 5125 So Opal Rd Flagstaff, AZ 86005 Home Phone: 928-556-0263			No

Staff Representative: Heidi Holland

As Of: June 24, 2015

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, April 02, 2015 12:28 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 4/2/2015
Board/Commission you wish to serve on:* Library Board
If applicable, type of seat for which you are qualified: city resident

Your Information

Name:* Dorothy Renstrom Home Phone:* 9285560263
Home Address:* 5125 So Opal Rd Zip:* 86005
Mailing Address (If different from above): Flagstaff
Employer:* Retired Job Title:* Social worker
Business Phone: 928-556-0263 Cell: 928-600-5035
E-mail:* minnedots@aol.com
Indicate preferred telephone:* ☐ Home ☐ Cell
☒ Work

Please indicate age group:* ☐ 18-34 ☒ 55+
☐ 35-54

Please indicate education:* ☐ High School ☒ Post Graduate
☐ College

Number of years living in the Flagstaff area:* 10 years

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I am currently a volunteer with the Literacy Center, tutoring persons who need to learn English or improve their communication skills. I have been an English teacher and majored in English in college and as a graduate student. I have used the many services of the library and would love to support it in this way. My professional life was spent as a social worker in child welfare and I enjoyed many opportunities to work with families and in development of programs to serve them. Currently I work as a volunteer with two advocacy organizations and the Northland Free Tax Assistance group.

Why do you want to serve on the board or commission you listed?

I appreciate the library's many services and its welcoming approach to Flagstaff residents and visitors. I want to support these efforts and enhance its contributions to our cultural life.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=15450>

The following form was submitted via your website: Board/Commission Application

Date:: 4/2/2015

Board/Commission you wish to serve on:: Library Board

If applicable, type of seat for which you are qualified:: city resident

Name:: Dorothy Renstrom

Home Phone:: 9285560263

Home Address:: 5125 So Opal Rd

Zip:: 86005

Mailing Address (If different from above):: Flagstaff

Employer:: Retired

Job Title:: Social worker

Business Phone:: 928-556-0263

Cell:: 928-600-5035

E-mail:: minnedots@aol.com

Indicate preferred telephone:: Work

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 10 years

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am currently a volunteer with the Literacy Center, tutoring persons who need to learn English or improve their communication skills. I have been an English teacher and majored in English in college and as a graduate student. I have used the many services of the library and would love to support it in this way.

My professional life was spent as a social worker in child welfare and I enjoyed many opportunities to work with families and in development of programs to serve them. Currently I work as a volunteer with two advocacy organizations and the Northland Free Tax Assistance group.

Why do you want to serve on the board or commission you listed?: I appreciate the library's many services and its welcoming approach to Flagstaff residents and visitors. I want to support these efforts and enhance its contributions to our cultural life.

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, March 03, 2015 1:10 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 3/3/2016
Board/Commission you wish to serve on:* Library Board
If applicable, type of seat for which you are qualified: city seat

Your Information

Name:* Joanne Parkes Home Phone:* 9286993209
Home Address:* 1738 W Univ Hts Dr South Zip:* 86005
Mailing Address (If different from above):
Employer:* retired Job Title:* Retired
Business Phone: Cell: 9286993209
E-mail:* jshackfordparkes@gmail.com
Indicate preferred telephone:*
() Home (X) Cell
() Work

Please indicate age group:*
() 18-34 (X) 55+
() 35-54

Please indicate education:*
() High School (X) Post Graduate
() College

Number of years living in the Flagstaff area:* 9

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have served on the library board for both a partial and a full term. After arriving in Flagstaff after serving for 25 years in the USAF, I attended the Flagstaff Leadership Program while working as a director at the hospital. After retiring, I volunteer in a Volunteer Income Tax program, at the Literacy Center, and at a genealogy center while also playing tennis 3-4 weeks with other community members.

Why do you want to serve on the board or commission you listed?

I have been a library user since childhood and strongly believe in the importance of community libraries. I read about 3-5 books a month, listen to audiobooks while traveling and advocate the use of our library to my peers in the community. I have attended multiple library functions, and enjoy learning about and supporting the continuous improvements being made by this library. I believe I have contributed to this board during my partial and first term and would like the opportunity to continue my contributions.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=15040>

The following form was submitted via your website: Board/Commission Application

Date:: 3/3/2016

Board/Commission you wish to serve on:: Library Board

If applicable, type of seat for which you are qualified:: city seat

Name:: Joanne Parkes

Home Phone:: 9286993209

Home Address:: 1738 W Univ Hts Dr South

Zip:: 86005

Mailing Address (If different from above)::

Employer:: retired

Job Title:: Retired

Business Phone::

Cell:: 9286993209

E-mail:: jshackfordparkes@gmail.com

Indicate preferred telephone:: Cell

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 9

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have served on the library board for both a partial and a full term. After arriving in Flagstaff after serving for 25 years in the USAF, I attended the Flagstaff Leadership Program while working as a director at the hospital. After retiring, I volunteer in a Volunteer Income Tax program, at the Literacy Center, and at a genealogy center while also playing tennis 3-4 weeks with other community members.

Why do you want to serve on the board or commission you listed?: I have been a library user since childhood and strongly believe in the importance of community libraries. I read about 3-5 books a month, listen to audiobooks while traveling and advocate the use of our library to my peers in the community. I have attended multiple library functions, and enjoy learning about and supporting the continuous improvements being made by this library. I believe I have contributed to this board during my partial and first term and would like the opportunity to continue my contributions.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 06/25/2015
Meeting Date: 07/07/2015



TITLE:

Consideration of Appointments: Planning and Zoning Commission.

RECOMMENDED ACTION:

Make one appointment to a term expiring December 2017.

Executive Summary:

The Planning and Zoning Commission consists of seven citizen members, and serves as an advisory board to the Council on matters relating to the growth and physical development of the City. The commission also conducts hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals. There is currently one seat available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are nine applications currently on file, they are as follows:

- Bart Bartel (new applicant)
- Ed Dunn (new applicant)
- Robert Hubbard (new applicant)
- Robert Kelty (new applicant)
- Thomas Klimas (new applicant)
- Jeff Knorr (new applicant)
- Alaxandra Pucciarelli (new applicant)
- Margo Wheeler (new applicant)
- David Zimmerman (new applicant)

It is important to note that two of the applicants are currently seated commissioners on other commissions; Jeff Knorr is a member of the Beautification and Public Arts Commission with a term expiring June 2016 and David Zimmerman is a member of the Heritage Preservation Commission with a term expiring December 2015. While the handbook states that a commissioner cannot serve more than one commission at a time, it does not address applying for another commission while seated. The Council did discuss this situation during a work session and gave direction to the City Attorney to make changes to the Board and Commission Handbook; those changes are still being drafted and have not yet come back to Council for review and approval. If the Council appoints either of these two applicants they will be required to resign from their current commission seats.

Council Interview Team: Councilmember Overton and Councilmember Oravits

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Connection to Council Goal and/or Regional Plan:

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint one Commissioner: By appointing a Commissioner at this time, the Planning and Zoning Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: [P&Z - Roster](#)
 [P&Z - Authority](#)
 [P&Z - Applicant Roster](#)
 [P&Z - Applications](#)



City of Flagstaff, AZ

PLANNING AND ZONING COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Carpenter, David</u> Owner/Hope Construction 1715 E. Tradewinds Ct. Flagstaff, AZ 86005 Cell Phone: 928-380-5808 Term: (1st 2/10-12/12; 2nd 12/12-12/15)	01/15/2013	12/15	03/18/2010
<u>Dorsett, Stephen</u> President/Architect/Shapes & Forms Architects 1823 W. Heavenly Court Flagstaff, AZ 86001 Work Phone: 928-213-9626 Term: (1st 6/09-12/10; 2nd 12/10-12/13; 3rd 12/13-12/16)	12/03/2013	12/16	10/20/2011
<u>Jackson, Steve, Co-Chairman</u> Owner/Broker/Coldwell Banker NARICO 4417 E. Burning Tree Loop Flagstaff, AZ 86004 Work Phone: 928-226-3188 Term: (1st 1/13-12/15)	01/15/2013	12/15	02/19/2015
<u>Pfeiffer, Tina</u> Mortgage Loan Officer/Prime Lending 4391 E. Savannah Cir. Flagstaff, AZ 86004 Cell Phone: 928-600-3143 Term: (1st 9/11-12/12; 2nd 12/12-12/15)	01/15/2013	12/15	02/16/2012
<u>Stigmon, John</u> Vice President/ECONA 2819 W. Darleen Dr. Flagstaff, AZ 86001 Cell Phone: 928-380-3026 Term: (1st 1/15-12/17)	01/20/2015	12/17	No



City of Flagstaff, AZ

<u>Turner, Paul W.</u>	12/03/2013	12/16	02/19/2015
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Principal/President/Turner Engineering, Inc.
4825 E. Hightimber Lane
Flagstaff, AZ 86004
Work Phone: 928-779-1814
Term: (1st 12/13-12/16)

Z-VACANT,

12/17

No

Staff Representative: Mark Sawyers

As Of: June 24, 2015

CHAPTER 2-01 PLANNING AND ZONING COMMISSION

SECTIONS:

- 2-01-001-0001 CREATION OF COMMISSION
- 2-01-001-0002 INTENT AND PURPOSE
- 2-01-001-0003 MEMBERSHIP
- 2-01-001-0004 MEETINGS
- 2-01-001-0005 DUTIES AND FUNCTIONS

Prior legislation: Ords. 339, 859, 1427, 1826 and 2007-09.

2-01-001-0001 CREATION OF COMMISSION

There is hereby established a Planning and Zoning Commission for the City of Flagstaff under the provisions of A.R.S. § 9-461.02. (Ord. 339, 10-8-45; Ord. 2010-35, Amended, 11/16/2010)

2-01-001-0002 INTENT AND PURPOSE

The purpose of the Planning and Zoning Commission is to direct the growth and physical development of the City in a sound and orderly fashion for the prosperity, health, safety, convenience, and general welfare of the citizens of Flagstaff. (Ord. 2010-35, 11/16/2010)

2-01-001-0003 MEMBERSHIP

The Planning and Zoning Commission shall consist of seven (7) members appointed by the Mayor and Council.

The term of each citizen member shall be three (3) years or until his successor takes office. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired portion of the term.

A. A Chairperson and Vice-Chairperson shall be elected from and by the voting membership of the Commission to serve one (1) year terms. A Chairperson may serve no more than two (2) consecutive terms as Chairperson (exclusive of a term as Vice-Chairperson). Upon the conclusion of a second, consecutive term as Chairperson, such Commission member shall be ineligible to serve as either Chairperson or Vice-Chairperson until a calendar year has expired.

B. In addition to the causes for removal set out in the Board and Commission Members' Rules and Operations Manual, a member accumulating eight (8) absences from regularly scheduled meetings in any given calendar year will be automatically removed from the Commission and a replacement appointed by the City Council. An unexcused absence is defined as the failure of the member to notify the Planning and Development Services Section of his or her inability to attend a regularly scheduled meeting. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-01-001-0004 MEETINGS

Unless there are no matters to be considered, the Commission shall hold at least one meeting each month and may schedule additional special meetings as needed. A special meeting may serve as the minimum one meeting per month. (Ord. 2010-35, 11/16/2010)

2-01-001-0005 DUTIES AND FUNCTIONS

The Planning and Zoning Commission created in this chapter shall be and act as the Zoning Commission of the City, and all duties and powers granted to zoning commissions under State law shall be exercised by the Planning and Zoning Commission. In addition to any authority granted to the Planning and Zoning Commission by State law or other ordinances of the City, the Planning and Zoning Commission shall have the following duties and functions under the provisions of these regulations:

- A. To review and recommend to the City Council adoption of a comprehensive general plan adopted in compliance with the authority provided in A.R.S. Section 9-461.05 for the orderly growth and development of the City and for any land outside the City which, in the opinion of the Planning and Zoning Commission, bears a relation to the planning of the City.
- B. To hear, review, and make recommendations to the City Council regarding applications for amendments to the General Plan or any other plan in accordance with the provisions of Chapter 11-10 (General Plans).
- C. To serve as an advisory body to the City Council and furnish the Council through the Planning Director the facts concerning the adoption of any report or recommendation.
- D. To make its special knowledge and expertise available upon reasonable written request and authorization of the City Council to any official, department, board, commission or agency of the State or Federal governments.
- E. To hear and review amendments to the Zoning Map and to the text of the Zoning Code in accordance with the provisions of Title 10, Zoning Code, Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map).
- F. To confer with and advise other similar City or County commissions.
- G. To make investigations, maps, reports, and recommendations to the City Council in regard to the physical development of the City.
- H. To hear, review and make recommendations to the City Council regarding preliminary subdivision plats after recommendation from the Planning Director and City Engineer in accordance with Chapter 11-20, Subdivision and Land Split Regulations.
- I. To take such other action as authorized in Title 10 (Zoning Code) and Title 11 (General Plan and Subdivisions) as necessary to implement the provisions of those titles and the General Plan.
- J. To consider, review and approve Conditional Use Permits, pursuant to the provisions of Section 10-20.40.050 (Conditional Use Permits).
- K. The Commission shall carry out other such duties as determined by the City Council and present other recommendations the City Council deems pertinent. (Ord. 859, 10-24-72; Ord. 2010-35, Amended, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)



City of Flagstaff, AZ

PLANNING AND ZONING COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Bartel, Bart</u> Member/BPJ Ranch LLC 2650 W. Kiltie Flagstaff, AZ 86005 Cell Phone: 928-606-5926			No
<u>Dunn, Ed</u> Owner/Solar Design & Construction and ED Studio 21 W. Pine Ave. Flagstaff, AZ 86001 Cell Phone: 928-607-2479			No
<u>Hubbard, Robert</u> Principal/Hubbard Merrell Engineering 2778 N. Sandstone Way Flagstaff, AZ 86004 Work Phone: 928-526-6174			No
<u>Kelty, Robert</u> Senior Managing Director/Teach for America 4100 N. Country Club Dr. Flagstaff, AZ 86004 Home Phone: 928-814-9310			No
<u>Klimas, Thomas</u> Senior Environmental Specialist/Westland Resources, Inc. 2509 S. Highland Mesa Rd. Flagstaff, AZ 86001 Cell Phone: 520-419-5638			No



City of Flagstaff, AZ

Knorr, Jeff

11/04/2013

President/JKC Inc General Contractor
6744 Anazazi
Flagstaff, AZ 86004
Home Phone: 928-600-3762

Pucciarelli, Alaxandra

No

Architect/Loven Contracting Inc
1711 N. Turquoise Dr.
Flagstaff, AZ 86001
Work Phone: 928-774-9040

Wheeler, M. Margo

No

Lecturer/NAU
3528 S. Amanda St.
Flagstaff, AZ 86005
Cell Phone: 760-898-2826

Zimmerman, David

11/04/2013

Historic Preservation Specialist/Arizona
Department of Transportation
3001 N. Schevene Blvd.
Flagstaff, AZ 86004
Cell Phone: 928-380-3057

Staff Representative: Mark Sawyers

As Of: June 24, 2015

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, November 20, 2014 9:22 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 11/20/14
Board/Commission you wish to serve on:* Planning and Zoning Commission
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Bart Bartel	Home Phone:*	None
Home Address:*	2650 W. Kiltie	Zip:*	86005
Mailing Address (If different from above):			
Employer:*	BPJRanch LLC	Job Title:*	Member
Business Phone:		Cell:	928-606-5926
E-mail:*	bpjranch@aol.com		
Indicate preferred telephone:*	<input type="checkbox"/> Home	<input checked="" type="checkbox"/> Cell	
	<input type="checkbox"/> Work		
Please indicate age group:*	<input type="checkbox"/> 18-34	<input checked="" type="checkbox"/> 55+	
	<input type="checkbox"/> 35-54		
Please indicate education:*	<input type="checkbox"/> High School	<input checked="" type="checkbox"/> Post Graduate	
	<input type="checkbox"/> College		
Number of years living in the Flagstaff area:*	22		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

My wife and I own and operate a retail business in Coconino County, and reside in west Flagstaff. I enjoy business planning, and see a good fit to this commission. I am very familiar with Flagstaff and surrounding areas to review impacts of decisions made by this commission.

Why do you want to serve on the board or commission you listed?

I am interested in seeing Flagstaff continue to support regional master plans, existing and new businesses, and current/future residents. I want Flagstaff to continue with smart growth. I also want to better understand what local priorities are for businesses and residents, and support projects that meet these requirements.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=13716>

The following form was submitted via your website: Board/Commission Application

Date:: 11/20/14

Board/Commission you wish to serve on:: Planning and Zoning Commission

If applicable, type of seat for which you are qualified::

Name:: Bart Bartel

Home Phone:: None

Home Address:: 2650 W. Kiltie

Zip:: 86005

Mailing Address (If different from above)::

Employer:: BPJRanch LLC

Job Title:: Member

Business Phone::

Cell:: 928-606-5926

E-mail:: bpjranch@aol.com

Indicate preferred telephone:: Cell

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 22

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: My wife and I own and operate a retail business in Coconino County, and reside in west Flagstaff. I enjoy business planning, and see a good fit to this commission. I am very familiar with Flagstaff and surrounding areas to review impacts of decisions made by this commission.

Why do you want to serve on the board or commission you listed?: I am interested in seeing Flagstaff continue to support regional master plans, existing and new businesses, and current/future residents. I want Flagstaff to continue with smart growth. I also want to better understand what local priorities are for businesses and residents, and support projects that meet these requirements.

Additional Information:

Form submitted on: 11/20/2014 9:21:53 PM

Submitted from IP Address: 24.121.108.236

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, January 07, 2015 7:31 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Red Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 1/7/2015

Board/Commission you wish to serve on:* P&Z

If applicable, type of seat for which you are qualified:

Your Information

Name:* Ed Dunn Home Phone:* 9286072479

Home Address:* 21 W Pine Ave Zip:* 86001

Mailing Address (If different from above):
Employer:* Solar Design & Construction and ED Studio Job Title:* Owner

Business Phone: same Cell: same

E-mail:* solar.ed@gmail.com

Indicate preferred telephone:* (X) Home () Cell

() Work

Please indicate age group:* () 18-34 (X) 55+

() 35-54

Please indicate education:* () High School (X) Post Graduate

() College

Number of years living in the Flagstaff area:* 27

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have been involved in the community through Friends of Flagstaff's Future and the Coconino County Sustainable Building Program. My undergrad was a BS in Geography with an Urban Planning Emphasis

Why do you want to serve on the board or commission you listed?

I want to ensure that Flagstaff is a great place to live for all of its citizens. The P&Z Commission is very important in maintaining a high quality of life in our mountain town.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:

<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=14310>

The following form was submitted via your website: Board/Commission Application

Date:: 1/7/2015

Board/Commission you wish to serve on:: P&Z

If applicable, type of seat for which you are qualified::

Name:: Ed Dunn

Home Phone:: 9286072479

Home Address:: 21 W Pine Ave

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Solar Design & Construction and ED Studio

Job Title:: Owner

Business Phone:: same

Cell:: same

E-mail:: solar.ed@gmail.com

Indicate preferred telephone:: Home

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 27

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have been involved in the community through Friends of Flagstaff's Future and the Coconino County Sustainable Building Program. My undergrad was a BS in Geography with an Urban Planning Emphasis

Why do you want to serve on the board or commission you listed?: I want to ensure that Flagstaff is a great place to live for all of its citizens. The P&Z Commission is very important in maintaining a high quality of life in our mountain town.

Additional Information:

Form submitted on: 1/7/2015 7:30:54 PM

Submitted from IP Address: 174.17.150.131

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE TYPE OR PRINT IN BLACK INK
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: MAY 21, 2015

BOARD/COMMISSION YOU WISH TO SERVE ON: PLANNING & ZONING COMMISSION

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: ROBERT A. HUBBARD ^{CALL} HOME PHONE: 928-606-3650

HOME ADDRESS: 2778 N. SANDSTONE WAY, FLAGSTAFF ZIP: 86004

MAILING ADDRESS (If Different from Above): SAME

EMPLOYER: HUBBARD MERRELL ENGINEERING JOB TITLE: PRINCIPAL

BUS. PHONE: 928-526-6174 CELL: 928-606-3650 E-MAIL: BOB@HUBBARDMERRELL.COM

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☒ WORK ☐ CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

THROUGH MY PROFESSION AND COMMUNITY INVOLVEMENT I AM FAMILIAR WITH THE PLANNING, DESIGN AND CONSTRUCTION INDUSTRIES. I BELIEVE THROUGH MY EXPERIENCE I CAN ASSIST THE COMMISSION IN APPLYING THE PLANNING & ZONING RULES AND REGULATIONS.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I AM A FAIRLY LONGTIME FLAGSTAFF RESIDENT (SINCE 1999) AND HAVE SEEN THE GROWTH AND CHANGES IN OUR CITY. I AM INTERESTED IN SERVING ON THE COMMISSION FOR THE CONTINUED BETTERMENT OF OUR COMMUNITY.

I certify that I meet the City Charter requirement of living within the Flagstaff City limits and that I have read and understand the right to have my application considered in a public meeting.

Robert A. Hubbard
Applicant Signature

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, January 12, 2015 11:54 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Red Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 01/12/2015
Board/Commission you wish to serve on:* Planning & Zoning Commission
If applicable, type of seat for which you are qualified: Commission Member

Your Information

Name:*	Robert Kelty	Home Phone:*	928 814 9310
Home Address:*	4100 N. Country Club Dr.; Flagstaff, AZ	Zip:*	86004
Mailing Address (If different from above): Employer:*	Teach For America	Job Title:*	Senior Managing Director
Business Phone:		Cell:	646 483 9429
E-mail:*	Robert.Kelty@teachforamerica.org		
Indicate preferred telephone:*	(X) Home () Work	() Cell	
Please indicate age group:*	() 18-34 (X) 35-54	() 55+	
Please indicate education:*	() High School () College	(X) Post Graduate	
Number of years living in the Flagstaff area:*	11 Years		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have had the honor in serving in various capacities throughout Flagstaff and Coconino County, as a former educator in FUSD, Coconino County School Superintendent, and Governing Board Member on various local non-profits. I currently have the honor of serving on the First Things First Coconino Regional Council as well as co-leading the Flagstaff Commission on Excellence in Education to further Flagstaff's brand as a city known for educational excellence and opportunity from preschool to college. However, how our city grows, both physically and economically, is vital to all of the above efforts, and I believe I would bring value and a high ethical standard to the Commission on establishing smart recommendations for the Mayor and City Council to consider for how Flagstaff should grow into the future.

Why do you want to serve on the board or commission you listed?

Flagstaff is my home and where I choose to raise my family. Flagstaff is also a city that I appreciate on a deep level, as my work takes me to countless cities across our great country. Some of the cities in which I work are developed with profound intentionality; others carry great burdens to rethink transportation and economic development when growth occurred less thoughtfully. Currently, Flagstaff faces crucial decisions that will mark the city's character for countless generations. I would be honored to work with my fellow citizens to propose the best possible planning & zoning recommendations for the Flagstaff Mayor and City Council to consider in a mutual effort to ensure Flagstaff meets its potential as an international landmark for the sciences, education, and smart development. Thank you for

considering this application and thank you your service to our local municipality.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=14376>

The following form was submitted via your website: Board/Commission Application

Date:: 01/12/2015

Board/Commission you wish to serve on:: Planning & Zoning Commission

If applicable, type of seat for which you are qualified:: Commission Member

Name:: Robert Kelty

Home Phone:: 928 814 9310

Home Address:: 4100 N. Country Club Dr.; Flagstaff, AZ

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Teach For America

Job Title:: Senior Managing Director

Business Phone::

Cell:: 646 483 9429

E-mail:: Robert.Kelty@teachforamerica.org

Indicate preferred telephone:: Home

Please indicate age group:: 35-54

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 11 Years

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have had the honor in serving in various capacities throughout Flagstaff and Coconino County, as a former educator in FUSD, Coconino County School Superintendent, and Governing Board Member on various local non-profits. I currently have the honor of serving on the First Things First Coconino Regional Council as well as co-leading the Flagstaff Commission on Excellence in Education to further

Flagstaff's brand as a city known for educational excellence and opportunity from preschool to college. However, how our city grows, both physically and economically, is vital to all of the above efforts, and I believe I would bring value and a high ethical standard to the Commission on establishing smart recommendations for the Mayor and City Council to consider for how Flagstaff should grow into the future.

Why do you want to serve on the board or commission you listed?: Flagstaff is my home and where I choose to raise my family. Flagstaff is also a city that I appreciate on a deep level, as my work takes me to countless cities across our great country. Some of the cities in which I work are developed with profound intentionality; others carry great burdens to rethink transportation and economic development when growth occurred less thoughtfully. Currently, Flagstaff faces crucial decisions that will mark the city's character for countless generations. I would be honored to work with my fellow citizens to propose the best possible planning & zoning recommendations for the Flagstaff Mayor and City Council to consider in a mutual effort to ensure Flagstaff meets its potential as an international landmark for the sciences, education, and smart development. Thank you for considering this application and thank you your service to our local municipality.

Additional Information:

Form submitted on: 1/12/2015 11:53:59 AM

Submitted from IP Address: 24.156.35.97

Referrer Page: <http://www.flagstaff.az.gov/index.aspx?NID=1883>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE TYPE OR PRINT IN BLACK INK
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: May 5, 2015

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning & Zoning

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Thomas Klimas HOME PHONE: (520) 419-5638

HOME ADDRESS: 2509 S. Highland Mesa Rd, Flagstaff, AZ ZIP: 86001

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: Westland Resources, Inc. JOB TITLE: Senior Environmental Specialist

BUS. PHONE: (928) 225-2218 CELL: (520) 419-5638 E-MAIL: tklimas@westlandresources.com

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☐ WORK ☒ CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

In my daily work, I guide clients and projects through diverse, sometimes complex, regulatory planning and permitting processes. I enjoy both the research and decisionmaking aspects of planning, understanding that moving forward with plans for growth often requires finding a balance between economic feasibility, community sustainability and other public interests.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I would enjoy having any kind of helping hand in the growth of the community in which I live and work. As a long-time resident of Arizona, I understand the unique issues and challenges facing our growth and development. My current work in environmental and development planning helps me see the importance of strong project planning and the need to take a holistic view of the process.

I certify that I meet the City Charter requirement of living within the Flagstaff City limits and that I have read and understand the right to have my application considered in a public meeting.

Thomas M. Klimas
Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Project Role and Responsibilities:
Senior Environmental Specialist

Education/Training:

- B.A., *Magna Cum Laude*,
Anthropology, University of Arizona
- Mine Safety and Health
Administration Certified
- NUCA Certified Competent Person

Areas of Expertise:

- CWA Section 404 Planning and
Compliance
- NEPA Planning and Assessment
- NHPA Section 106 Compliance
- Regulatory and Planning Research

Professional Experience:

Background

Mr. Klimas is a senior environmental specialist with experience in Clean Water Act (CWA), National Environmental Policy Act (NEPA), and Endangered Species Act (ESA) permitting, regulatory assessment, and compliance. Mr. Klimas' background in National Historic Preservation Act (NHPA) Section 106 cultural resources compliance work has provided a solid foundation for the expansion of his work into broader federal regulatory programs. Working within the CWA and NEPA regulatory programs has allowed Mr. Klimas to gain expertise in overall federal permitting compliance while continuing to manage the cultural and biological resource aspects of the permitting process.

His experience with CWA compliance and NEPA has encompassed all steps of the regulatory process from jurisdictional delineations through permit approval and final coordination with the US Army Corps of Engineers. A majority of Mr. Klimas' recent work has involved mine-related projects that possess diverse planning requirements and research, including surface and ground water rights, NEPA effects assessments, and agency/client coordination. His direct project

experience includes both preliminary and approved jurisdictional delineations, the preparation of Environmental Assessments, emergency permitting, 404(b)(1) alternatives analyses, NEPA baseline studies, and research and coordination for significant nexus evaluations. His overall permitting and planning work has involved a wide range of project sizes and scopes, from large corporate projects covering thousands of acres to small private projects on single parcels. Mr. Klimas also specializes in the project-specific research necessary to integrate regulatory compliance and construction planning timetables and goals.

Selected Environmental Planning Experience

- Completed a request for an approved Jurisdictional Determination, including a finding of "No Significant Nexus" for Project Area drainages with a Traditional Navigable Water for a 3,600+ acre area of privately-held and federally-managed lands for Resolution Copper Mining, in Superior, Arizona.
- Completed project management and coordination of archaeological and biological resource studies for the City of Flagstaff's Red Gap Ranch Property in Coconino County, Arizona in support of the City's anticipated preparation of an Environmental Impact Statement with the Bureau of Reclamation.
- Currently providing project management, CWA, and NEPA support services for a client-confidential proposed mine expansion in Arizona; including a Section 404 Individual Permit Application, the development and preparation of the 404(b)(1) alternatives analysis, and senior review and approval of baseline environmental documentation for NEPA compliance.
- Managed project to secure Letter of Verification of Compliance for emergency repair project in Ward Canyon under Regional General Permit 63. Coordinated tasks and prepared post-project report to ensure compliance with the conditions of the permit, including CWA Section 404, ESA Section 7, NHPA Section 106, and Federal Emergency Management Agency National Flood Insurance Program compliance requirements.
- Completed the CWA Section 404 Permitting for the Garfield Expansion and Tailings Dam Reconstruction Projects at the Morenci Facility; includes the research, development, and preparation of the Permit Application, Jurisdictional Delineations, 404(b)(1) Alternatives Analysis, and draft Environmental Assessment for the expansion.

Thomas M. Klimas

- Performed field delineation of potentially jurisdictional drainage features and an assessment of project compliance needs with regards to CWA permitting for a client-confidential solar-energy generating facility in Maricopa County, Arizona.
- Completed a request for an approved Jurisdictional Determination, including a finding of "No Significant Nexus" for Project Area drainages with a Traditional Navigable Water for a proposed 750-acre, private-land expansion of the Silver Bell Mine, in Green Valley, Arizona.
- Coordinated and completed a preliminary jurisdictional delineation, Pre-Construction Notification, and Section 401 Water Quality Certification under Nationwide Permit 29 for Residential Developments for the Centennial Club Project, a LEED certified residential community in Tucson.

Work History

2010 – Present: *Environmental Specialist, Project Manager*; WestLand Resources, Inc., Tucson

2008 – 2010: *Archaeology Field Director, Cartographer, and Lithic Analyst*; WestLand Resources, Inc., Tucson

2004 – 2008: *Archaeology Crew Chief, Lithic Analyst, and Author*; Tierra Right of Way Services, Ltd., Tucson

2001 – 2004: *Field Archaeologist, Lithic Analyst, and Research Assistant*; Desert Archaeology, Inc., Tucson

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 1-6-15

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Jeff Knorr HOME PHONE: 928-600-3762

HOME ADDRESS: 6744 E Anazazi ZIP: 86001

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: Jkc inc JOB TITLE: President

BUS. PHONE: 928-606-4378 CELL: _____ E-MAIL: Jeff K @ Jkc-inc.com

PLEASE INDICATE PREFERRED TELEPHONE: ☒ HOME ☐ WORK ☐ CELL

PLEASE INDICATE AGE GROUP: ☐ 18-34 ☒ 35-54 ☐ 55+

PLEASE INDICATE EDUCATION: ☒ High School ☐ College ☐ Post Graduate

NUMBER OF YEARS LIVING IN THE FLAGSTAFF AREA: 32

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

As a long time local with a building background I see first hand how the negative & positive results of development and how it is processed. I believe I would be an asset to the community and the board.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

To serve the citizens of Flagstaff by bringing my skills and experience to the commission

I UNDERSTAND THAT ANY INFORMATION PROVIDED ABOVE IS PUBLIC INFORMATION AND I CERTIFY THAT I MEET THE CITY CHARTER REQUIREMENT OF LIVING WITHIN THE FLAGSTAFF CITY LIMITS AND HAVE READ AND UNDERSTAND THE RIGHT TO HAVE MY APPLICATION CONSIDERED IN A PUBLIC MEETING.


Applicant Signature

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Friday, May 29, 2015 11:05 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 05/29/2015
Board/Commission you wish to serve on:* Planning and Zoning Commission
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Alaxandra Pucciarelli	Home Phone:*	699-2394
Home Address:*	1711 North Turquoise Drive	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Loven Contracting Inc.	Job Title:*	Architect
Business Phone:	774-9040	Cell:	
E-mail:*	alax.pucci@lovencontracting.com		
Indicate preferred telephone:*	() Home (X) Work	() Cell	
Please indicate age group:*	() 18-34 (X) 35-54	() 55+	
Please indicate education:*	() High School () College	(X) Post Graduate	
Number of years living in the Flagstaff area:*	+13		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

Serving as the current President of the Flagstaff Architects Organization, I strive to foster communication between my colleagues and our community. I have arranged meetings with local government officials to discuss policies, non-profit leaders to discuss outreach opportunities, and members of the media to discuss the architect's role in shaping our community. I believe that I would bring both my understanding of the city process, as well as my desire to better the future of Flagstaff to this position. I work for a local contractor and experience first hand the rewards and challenges of developing a project in our city. I collaborate with our estimating department and understand the budgetary ramifications and scheduling impacts of various design decisions. I have experience working with my clients and the city to meet the local code requirements and pride myself on encouraging an open dialogue. I believe that my experience working with a contractor has given me a unique perspective on the industry and has affected my outlook as a local architect.

Why do you want to serve on the board or commission you listed?

I am a member of the Flagstaff Women's Leadership Network and just over three years ago I became a mother. I believe that it is vitally important to encourage women to take part in the process of shaping our community and to hold positions of leadership in local government, industry and academia. As a mother, I want to see Flagstaff prosper and develop, without jeopardizing the small town feel and wild open spaces that drew me here in the first place and kept me here to raise a family. I believe that by serving on the commission, I can lead a unique perspective and an attitude of collaboration.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=16360>

The following form was submitted via your website: Board/Commission Application

Date:: 05/29/2015

Board/Commission you wish to serve on:: Planning and Zoning Commission

If applicable, type of seat for which you are qualified::

Name:: Alaxandra Pucciarelli

Home Phone:: 699-2394

Home Address:: 1711 North Turquoise Drive

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Loven Contracting Inc.

Job Title:: Architect

Business Phone:: 774-9040

Cell::

E-mail:: alax.pucci@lovencontracting.com

Indicate preferred telephone:: Work

Please indicate age group:: 35-54

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: +13

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: Serving as the current President of the Flagstaff Architects Organization, I strive to foster communication between my colleagues and our community. I have arranged meetings with local government officials to discuss policies, non-profit leaders to discuss outreach opportunities, and members of the media to discuss the architect's role in shaping our community. I believe that I would bring both my understanding of the city process, as well as my desire to better the future of Flagstaff to this position.

I work for a local contractor and experience first hand the rewards and challenges of developing a project in our

city. I collaborate with our estimating department and understand the budgetary ramifications and scheduling impacts of various design decisions. I have experience working with my clients and the city to meet the local code requirements and pride myself on encouraging an open dialogue. I believe that my experience working with a contractor has given me a unique perspective on the industry and has affected my outlook as a local architect.

Why do you want to serve on the board or commission you listed?: I am a member of the Flagstaff Women's Leadership Network and just over three years ago I became a mother. I believe that it is vitally important to encourage women to take part in the process of shaping our community and to hold positions of leadership in local government, industry and academia. As a mother, I want to see Flagstaff prosper and develop, without jeopardizing the small town feel and wild open spaces that drew me here in the first place and kept me here to raise a family. I believe that by serving on the commission, I can lead a unique perspective and an attitude of collaboration.

Additional Information:

Form submitted on: 5/29/2015 11:05:22 AM

Submitted from IP Address: 24.156.39.141

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, May 12, 2015 4:07 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 05/12/2015
Board/Commission you wish to serve on:* Planning & Zoning
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Margo Wheeler	Home Phone:*	928-266-1319
Home Address:*	3528 S. Amanda St.	Zip:*	86005
Mailing Address (If different from above):			
Employer:*	NAU	Job Title:*	Lecturer
Business Phone:	523-1579	Cell:	
E-mail:*	mmw626@yahoo.com		
Indicate preferred telephone:*	(X) Home () Work	() Cell	
Please indicate age group:*	() 18-34 () 35-54	(X) 55+	
Please indicate education:*	() High School () College	(X) Post Graduate	
Number of years living in the Flagstaff area:*	1		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I am a planner by profession having a Bachelors degree in Economics and a Masters degree in urban and regional Studies. I have 30 years experience as a Planning Director in the cities of Monterey Park, Davis and Palm Springs, California and Las Vegas Nevada from 2001-11. I am currently teaching Planning, design, historical preservation in the department of Geography, Planning and Recreation at NAU. I have taught and will continue to teach the Planning Capstone project for seniors where they specifically design a project for the city of Flagstaff working with guidance from city Planning staff. This work requires them to delve deeply into the city's Regional Plan and Zoning code, affording me the opportunity to become familiar with these important policy and legal documents unique to Flagstaff. I serve on the American Planning Association - Arizona Chapter - Board as the NAU representative and have been instrumental in bringing a mini-conference to Flagstaff in the fall of this year. In addition to my professional work I am a member of Soroptimist International of Arizona Peaks which allows me to work on service projects benefiting the community.

Why do you want to serve on the board or commission you listed?

I have had the opportunity to serve on the city of Burbank, CA, Planning Commission when I lived there in the 90's and have spent my career working in Planning. I very much wish to share my knowledge and experience with my new hometown of which I am very proud. I wish to have the opportunity to implement the policies as adopted by the City Council to the betterment of the community. I would be honored to work with the excellent city planning staff.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=16024>

The following form was submitted via your website: Board/Commission Application

Date:: 05/12/2015

Board/Commission you wish to serve on:: Planning & Zoning

If applicable, type of seat for which you are qualified::

Name:: Margo Wheeler

Home Phone:: 928-266-1319

Home Address:: 3528 S. Amanda St.

Zip:: 86005

Mailing Address (If different from above)::

Employer:: NAU

Job Title:: Lecturer

Business Phone:: 523-1579

Cell::

E-mail:: mmw626@yahoo.com

Indicate preferred telephone:: Home

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 1

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am a planner by profession having a Bachelors degree in Economics and a Masters degree in urban and regional Studies. I have 30 years experience as a Planning Director in the cities of Monterey Park, Davis and Palm Springs, California and Las Vegas Nevada from 2001-11. I am currently teaching Planning, design, historical preservation in the department of Geography, Planning and Recreation at NAU. I have taught and will continue to teach the Planning Capstone project for seniors where they specifically design a project for the city of Flagstaff working with guidance from city Planning staff. This work requires them to delve deeply into the city's Regional Plan and Zoning code, affording me the opportunity to become

familiar with these important policy and legal documents unique to Flagstaff. I serve on the American Planning Association - Arizona Chapter - Board as the NAU representative and have been instrumental in bringing a mini-conference to Flagstaff in the fall of this year.

In addition to my professional work I am a member of Soroptimist International of Arizona Peaks which allows me to work on service projects benefiting the community.

Why do you want to serve on the board or commission you listed?: I have had the opportunity to serve on the city of Burbank, CA, Planning Commission when I lived there in the 90's and have spent my career working in Planning. I very much wish to share my knowledge and experience with my new hometown of which I am very proud. I wish to have the opportunity to implement the policies as adopted by the City Council to the betterment of the community. I would be honored to work with the excellent city planning staff.

Additional Information:

Form submitted on: 5/12/2015 4:06:32 PM

Submitted from IP Address: 134.114.53.32

Referrer Page: <http://www.flagstaff.az.gov/index.aspx?nid=994>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, January 08, 2015 1:36 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Red Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 01/08/2015
Board/Commission you wish to serve on:* Planning and Zoning
If applicable, type of seat for which you are qualified:

Your Information

Name:*	David Zimmerman	Home Phone:*	928-380-3057
Home Address:*	3001 N. Schevene Blvd	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	AZ Dept of Transportation	Job Title:*	Historic Preservation Specialist
Business Phone:	928-779-7577	Cell:	928-380-3057
E-mail:*	zimmerdmg@gmail.com		
Indicate preferred telephone:*	<input type="radio"/> Home	<input checked="" type="radio"/> Cell	
	<input type="radio"/> Work		
Please indicate age group:*	<input type="radio"/> 18-34	<input type="radio"/> 55+	
	<input checked="" type="radio"/> 35-54		
Please indicate education:*	<input type="radio"/> High School	<input checked="" type="radio"/> Post Graduate	
	<input type="radio"/> College		
Number of years living in the Flagstaff area:*	19		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have served as a member, vice-chair, and chair of the Heritage Preservation Commission through several appointments over the past 10 years. I am currently on the advisory board of Literacy Volunteers of Coconino County, and the board of directors for the Arizona Preservation Foundation. During the recent rewrite of the city code, I worked closely with Karl Eberhard to develop the heritage preservation language adopted in the current code. As a professional planner and historic preservationist, I have had an active role in public development projects in Flagstaff and other communities across Arizona.

Why do you want to serve on the board or commission you listed?

I am interested in expanding my contribution to City service by joining a commission whose role is central to the well-being and future development of the City. Since the time I first came to Flagstaff in 1989, I have seen many changes in the character of the city, and most of these have been positive. I want to apply and expand my leadership and experience through service on a critical commission and have a hand in shaping the continued positive development of Flagstaff. I understand that service on the P&Z Commission requires hard work, dedication, and professionalism, and I feel I have these qualities to offer. Flagstaff has been challenged recently with a number of complex growth and development issues and I feel my experience as a professional planner, historic preservationist, and member of non-profit boards gives me a perspective that will allow me to make a positive contribution on P&Z.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand

the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=14319>

The following form was submitted via your website: Board/Commission Application

Date:: 01/08/2015

Board/Commission you wish to serve on:: Planning and Zoning

If applicable, type of seat for which you are qualified::

Name:: David Zimmerman

Home Phone:: 928-380-3057

Home Address:: 3001 N. Schevene Blvd

Zip:: 86004

Mailing Address (If different from above)::

Employer:: AZ Dept of Transportation

Job Title:: Historic Preservation Specialist

Business Phone:: 928-779-7577

Cell:: 928-380-3057

E-mail:: zimmerdg@gmail.com

Indicate preferred telephone:: Cell

Please indicate age group:: 35-54

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 19

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have served as a member, vice-chair, and chair of the Heritage Preservation Commission through several appointments over the past 10 years. I am currently on the advisory board of Literacy Volunteers of Coconino County, and the board of directors for the Arizona Preservation Foundation. During the recent rewrite of the city code, I worked closely with Karl Eberhard to develop the heritage preservation language adopted in the current code. As a professional planner and historic preservationist, I have had an active role in public development projects in Flagstaff and other communities across Arizona.

Why do you want to serve on the board or commission you listed?: I am interested in expanding my contribution to City service by joining a commission whose role is central to the well-being and future development of the City. Since the time I first came to Flagstaff in 1989, I have seen many changes in the character of the city, and most of these have been positive. I want to apply and expand my leadership and experience through service on a critical commission and have a hand in shaping the continued positive development of Flagstaff. I understand that service on the P&Z Commission requires hard work, dedication, and professionalism, and I feel I have these qualities to offer. Flagstaff has been challenged recently with a number of complex growth and development issues and I feel my experience as a professional planner, historic preservationist, and member of non-profit boards gives me a perspective that will allow me to make a positive contribution on P&Z.

Additional Information:

Form submitted on: 1/8/2015 1:35:30 PM

Submitted from IP Address: 162.59.200.193

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 06/25/2015
Meeting Date: 07/07/2015



TITLE:

Consideration of Appointments: Open Space Commission.

RECOMMENDED ACTION:

Make one At-Large appointment to a term expiring April 2016.

Executive Summary:

The Open Space Commission consists of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: four (4) members from the natural and cultural sciences; one (1) member from the Planning and Zoning Commission; one (1) member who markets real estate or is a representative from real estate development; and one (1) public at-large member. All Commission members shall be voting members. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. There is currently one at-large seat available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are five applications on file for consideration by the Council, they are as follows:

Jim Burton (new applicant)
Bryce Esch (new applicant)
Libby Kalinowski (new applicant)
Andi Rogers (new applicant)
Margo Wheeler (new applicant)

COUNCIL INTERVIEW TEAM: Councilmember Oravits and Vice Mayor Barotz.

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Connection to Council Goal and/or Regional Plan:

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

The City Council recently took action to reduce the number of commissioners on the Open Space Commission from nine members to seven.

Options and Alternatives:

- 1) Appoint one At-Large Commissioner: By appointing a member at this time, the commission will be at full membership and able to continue to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: [Open Space Roster](#)
 [Open Space Authority](#)
 [Open Space Applicant Roster](#)
 [Open Space Applications](#)



City of Flagstaff, AZ

OPEN SPACES COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Burton, Bryan</u> REAL ESTATE MEMBER Realtor/United Country Northern Arizona Realty 686 W. Old Territory Trail Flagstaff, AZ 86001 Cell Phone: 928-556-0556 Term: (1st 12/12-04/13; 04/13-04/16)	12/18/2012	04/16	02/19/2015
<u>Eberly, Carrie</u> AT LARGE Program Manager/Diablo Trust 1715 N.Beaver Flagstaff, AZ 86001 Home Phone: 208-691-8043 Term: (1st 6/11-4/14; 2nd 4/14-4/17))	05/06/2014	04/17	02/16/2012
<u>Gist, Jessica</u> NATURAL & CULTURAL SCIENCES Habitat/Research Technician/Arizona Game & Fish Department 1878 N. Mesa Dr. Flagstaff, AZ 86001 Cell Phone: 831-521-7916 Term: (1st 6/11-4/14; 2nd 4/14-4/17)	05/06/2014	04/17	02/16/2012
<u>Miller, Richard, Chairman</u> NATURAL & CULTURAL SCIENCES Retired 1200 W. Shullenbarger Dr. Flagstaff, AZ 86001 Home Phone: 928-853-6120 Term: (1st 6/12 - 4/15; 2nd 4/15-4/18)	06/05/2012	04/18	03/12/2013



City of Flagstaff, AZ

<u>Pfeiffer, Tina</u>	01/15/2013	12/15	02/16/2012
PLANNING AND ZONING REPRESENTATIVE Mortgage Loan Officer/Prime Lending 4391 E. Savannah Cir. Flagstaff, AZ 86004 Cell Phone: 928-600-3143 Term: (1st 9/11-12/12; 2nd 12/12-12/15)			
<u>Wyse, Kristina</u>	05/05/2015	04/18	No
NATURAL & CULTURAL SCIENCES Business Development Manager/Civil Design & Engineering 23 East Judy Street Flagstaff, AZ 86005 Cell Phone: 480-459-1171 Term: (1st 5/15-4/18)			
<u>Z-VACANT,</u>		04/16	No
AT LARGE			

Staff Representative: McKenzie Jones

As Of: June 24, 2015

CHAPTER 2-20 OPEN SPACES COMMISSION

SECTIONS:

- 2-20-001-0001 CREATION OF THE COMMISSION:
- 2-20-001-0002 TERMS OF OFFICE:
- 2-20-001-0003 DUTIES:
- 2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:
- 2-20-001-0005 MEETINGS; ATTENDANCE:

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: four (4) members from the natural and cultural sciences; one (1) member from the Planning and Zoning Commission; one (1) member who markets real estate or is a representative from real estate development; and one (1) public at-large member. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended 02/06/2007; Ord. 2014-28, Amended, 11/18/2014)

2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

2-20-001-0003 DUTIES:

- A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.
- B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision making for the lands designated as Urban Open Space Management Area in the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.
- C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.
- D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the Flagstaff Area Regional Land Use and Transportation Plan.

E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.

F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space program.

2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:

A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:

1. Program goals, management decision-making processes, and implementation techniques for resource preservation.
2. Policies to provide the framework for more issue- or site-specific planning and implementation.
3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.
4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.
5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.
6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.
7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates and locations as determined by the members, except that the chairperson may call a special meeting with not less than 24 hours notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City charter and this ordinance.

A quorum shall be one more than half of the voting membership of the Commission.

A regular Commission member who is absent for three consecutive regular meetings may be removed from the Commission by a vote of the City Council.



City of Flagstaff, AZ

OPEN SPACES COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Burton, Jim</u> Assistant Fire Management Officer/Kaibab National Forest 2466 W. Zepher Ave Flagstaff, AZ 86001 Cell Phone: 480-225-8864			No
<u>Esch, Bryce</u> Program Coordinator/Ecological Restoration Institute 2509 N. Main Street Flagstaff, AZ 86004 Home Phone: 530-220-4820			No
<u>Kalinowski, Libby</u> Artist/Self Employed 3102 W. Ridgeview Dr. Flagstaff, AZ 86001 Cell Phone: 928-214-0658			No
<u>Rogers, Andi</u> Senior Program Associate/Southwest Decision Resources 621 W. Beal Rd Flagstaff, AZ 86001 Work Phone: 928-707-0417			No
<u>Wheeler, Margo</u> Lecturer/NAU 3528 S. Amanda Flagstaff, AZ 86005 Home Phone: 928-266-1319			No



City of Flagstaff, AZ

Staff Representative: McKenzie Jones

As Of: June 25, 2015

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Saturday, May 02, 2015 11:05 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 5/2/2015
Board/Commission you wish to serve on:* Open Spaces Commission
If applicable, type of seat for which you are qualified: Member

Your Information

Name:* Jim Burton Home Phone:* 928-779-3418
Home Address:* 2466 W. Zepher Ave Zip:* 86001
Mailing Address (If different from above):
Employer:* Kaibab National Forest Job Title:* Assistant Fire Mangement Officer
Business Phone: Cell: 480-225-8864
E-mail:* jburton1118@gmail.com
Indicate preferred telephone:* ☐ Home ☒ Cell
☐ Work
Please indicate age group:* ☐ 18-34 ☐ 55+
☒ 35-54
Please indicate education:* ☐ High School ☐ Post Graduate
☒ College
Number of years living in the Flagstaff area:* 12

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I am an active community member participating in many community events and forums. I am a frequent user of Flagstaff's open spaces with mountain biking or family adventures. I also have a background in land management and have been trained and certified as a para-archeologist. In my career based in land management I have experience in fire management, recreation management, cultural resources management and general forest management.

Why do you want to serve on the board or commission you listed?

I have a passion for the outdoors and feel that Flagstaff's open spaces are an integral part of this community with providing recreation opportunities, preserving cultural resources and adding to the aesthetics of our city. My experience in land management can offer a unique perspective. I believe I can add great value to this commission.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:

<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=15872>

The following form was submitted via your website: Board/Commission Application

Date:: 5/2/2015

Board/Commission you wish to serve on:: Open Spaces Commision

If applicable, type of seat for which you are qualified:: Member

Name:: Jim Burton

Home Phone:: 928-779-3418

Home Address:: 2466 W. Zepher Ave

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Kaibab National Forest

Job Title:: Assisitant Fire Mangement Officer

Business Phone::

Cell:: 480-225-8864

E-mail:: jbarton1118@gmail.com

Indicate preferred telephone:: Cell

Please indicate age group:: 35-54

Please indicate education:: College

Number of years living in the Flagstaff area:: 12

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am an active community member participating in many community events and forums. I am a frequent user of Flagstaff's open spaces with mountain biking or family adventures . I also have a background in land management and have been trained and certified as a para-archeologist. In my career based in land management I have experience in fire management, recreation management, cultural resources management and general forest management.

Why do you want to serve on the board or commission you listed?: I have a passion for the outdoors and feel that Flagstaff's open spaces are an integral part of this community with providing recreation opportunities, preserving cultural resources and adding to the aesthetics of our city. My experience in land management can offer a unique perspective. I believe I can add great value to this commission.

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, April 27, 2015 4:42 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 4/27/2015
Board/Commission you wish to serve on:* Open Spaces Commission
If applicable, type of seat for which you are qualified: Natural resources/Cultural resources

Your Information

Name:*	Bryce Esch	Home Phone:*	5302204820
Home Address:*	2509 N. Main Street	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	Ecological Restoration Institute - NAU	Job Title:*	Program Coordinator
Business Phone:	928-523-1199	Cell:	
E-mail:*	bryce.esch@nau.edu		
Indicate preferred telephone:*	(X) Home () Work	() Cell	
Please indicate age group:*	(X) 18-34 () 35-54	() 55+	
Please indicate education:*	() High School () College	(X) Post Graduate	
Number of years living in the Flagstaff area:*	<1		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have a background in anthropology and ecology, and my current work focuses on collaborative restoration and resource monitoring. I am new to Flagstaff, but have experience volunteering in my community in the past. I was Community Service Co-Chair for my graduate school student government for one year (2012-2013), and volunteered as DJ, volunteer coordinator, and programming director for a community radio station in Davis CA (2004-2008). I would like to get more involved in community activities, and this commission seems a good fit for my skill set and interests.

Why do you want to serve on the board or commission you listed?

I am very interested in open space and access issues. I've studied collaborative land management, and I believe that any community land issue or opportunity should be approached with the stakeholders, in this case the residents of Flagstaff, in mind. This commission seems like a great way for me to help influence good management decisions for the city's open space and have a positive impact in my community.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=15779>

The following form was submitted via your website: Board/Commission Application

Date:: 4/27/2015

Board/Commission you wish to serve on:: Open Spaces Commission

If applicable, type of seat for which you are qualified:: Natural resources/Cultural resources

Name:: Bryce Esch

Home Phone:: 5302204820

Home Address:: 2509 N. Main Street

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Ecological Restoration Institute - NAU

Job Title:: Program Coordinator

Business Phone:: 928-523-1199

Cell::

E-mail:: bryce.esch@nau.edu

Indicate preferred telephone:: Home

Please indicate age group:: 18-34

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: <1

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have a background in anthropology and ecology, and my current work focuses on collaborative restoration and resource monitoring. I am new to Flagstaff, but have experience volunteering in my community in the past. I was Community Service Co-Chair for my graduate school student government for one year (2012-2013), and volunteered as DJ, volunteer coordinator, and programming director for a community radio station in Davis CA (2004-2008). I would like to get more involved in community activities, and this commission seems a good fit for my skill set and interests.

Why do you want to serve on the board or commission you listed?: I am very interested in open space and access issues. I've studied collaborative land management, and I believe that any community land issue or

opportunity should be approached with the stakeholders, in this case the residents of Flagstaff, in mind. This commission seems like a great way for me to help influence good management decisions for the city's open space and have a positive impact in my community.

Additional Information:

Form submitted on: 4/27/2015 4:42:09 PM

Submitted from IP Address: 134.114.212.62

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, April 28, 2014 7:57 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

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Board/Commission Application

Important Notice:

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 04/28/14
Board/Commission you wish to serve on:* Open Space Commission
If applicable, type of seat for which you are qualified: At Large

Your Information

Name:* Libby Kalinowski Home Phone:* 928-214-0658
Home Address:* 3102 W. Ridgeview Dr. Zip:* 86001
Mailing Address (If different from above):
Employer:* self employed Job Title:* artist
Business Phone: Cell: 602-339-5979
E-mail:* prnaz@cox.net
Indicate preferred telephone:*
() Home (X) Cell
() Work
Please indicate age group:*
() 18-34 (X) 55+
() 35-54
Please indicate education:*
() High School (X) Post Graduate
() College
Number of years living in the Flagstaff area:* 5 years

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have been involved in the preservation of Observatory Mesa since living here. I have had interaction with Police Chief Kevin Treadway, Asst. Chief Walt Miller, Wildfire Mgt. Leader Mark Brehl, City Manager Kevin Burke and his management team, as well as McKenzie Jones, Community Sustainability Specialist, and other leaders to help protect the Mesa. Now that the Mesa has been purchased by the City I would like to continue helping in its future plans. Why do you want to serve on the board or commission you listed?

I am very interested in participating in the protection and planning of Flagstaff's present Open Spaces as well as future space. These areas will make Flagstaff continue to stand out as a leader in city planning. Administration of the open space is of utmost importance and finding ways to develop relationships with organizations which can provide support for these spaces is of utmost importance. I would like to participate in this effort.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 04/28/14

Board/Commission you wish to serve on:: Open Space Commission

If applicable, type of seat for which you are qualified:: At Large

Name:: Libby Kalinowski

Home Phone:: 928-214-0658

Home Address:: 3102 W. Ridgeview Dr.

Zip:: 86001

Mailing Address (If different from above)::

Employer:: self employed

Job Title:: artist

Business Phone::

Cell:: 602-339-5979

E-mail:: prnaz@cox.net

Indicate preferred telephone:: Cell

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 5 years

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have been involved in the preservation of Observatory Mesa since living here. I have had interaction with Police Chief Kevin Treadway, Asst. Chief Walt Miller, Wildfire Mgt. Leader Mark Brehl, City Manager Kevin Burke and his management team, as well as McKenzie Jones, Community Sustainability Specialist, and other leaders to help protect the Mesa. Now that the Mesa has been purchased by the City I would like to continue helping in its future plans.

Why do you want to serve on the board or commission you listed?: I am very interested in participating in the protection and planning of Flagstaff's present Open Spaces as well as future space. These areas will make Flagstaff continue to stand out as a leader in city planning. Administration of the open space is of utmost importance and finding ways to develop relationships with organizations which can provide support for these spaces is of utmost importance. I would like to participate in this effort.

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, April 27, 2015 8:36 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 04/27/2015
Board/Commission you wish to serve on:* Open Space Commission
If applicable, type of seat for which you are qualified: Natural Resources

Your Information

Name:*	Andi Rogers	Home Phone:*	n/a
Home Address:*	621 W. Beal Rd	Zip:*	86001
Mailing Address (If different from above):	621 W. Beal Rd		
Employer:*	Southwest Decision Resources	Job Title:*	Senior Program Associate
Business Phone:	9287070417	Cell:	9287070417
E-mail:*	andi@swdresources.com		
Indicate preferred telephone:*	<input type="radio"/> Home <input checked="" type="radio"/> Work	<input type="radio"/> Cell	
Please indicate age group:*	<input type="radio"/> 18-34 <input checked="" type="radio"/> 35-54	<input type="radio"/> 55+	
Please indicate education:*	<input type="radio"/> High School <input type="radio"/> College	<input checked="" type="radio"/> Post Graduate	
Number of years living in the Flagstaff area:*	15		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have lived and worked in natural resources in the Flagstaff area for 15 years. I am a wildlife biologist by training and currently working in a facilitation and mediation role. I currently work out of my home for a small business called Southwest Decision Resources in which my role is to problem solve and build partnerships/collaboratives surrounding often complex and controversial natural resource issues. I currently work on projects associated with recreation on the Coconino National Forest and Verde watershed, as well as grazing projects with the BLM in the Kingman area. Prior to my current position I worked for the AZ Game and Fish Department for over 10 years. This position required extensive partnerships with northern AZ state and federal natural resources agencies to develop, review, and evaluate federal and state NEPA proposed actions, environmental assessments, environmental impact statements, and categorical exclusions. I also have experience working with private land owners, primarily as it related to grazing on public lands and wind energy development.

Why do you want to serve on the board or commission you listed?

Personally and professionally I am dedicated to planning for and preserving open spaces around our community. I value these spaces for their wildlife habitats, quiet enjoyment for my family, and multi use for the variety of visitors to the Flagstaff area. I recognize that as our community continue to grow these open spaces may become more limited which is why it is important to plan for them now. If chosen, I have more time to commit to this role than in previous years because my current work allows for flexibility.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=15783>

The following form was submitted via your website: Board/Commission Application

Date:: 04/27/2015

Board/Commission you wish to serve on:: Open Space Commission

If applicable, type of seat for which you are qualified:: Natural Resources

Name:: Andi Rogers

Home Phone:: n/a

Home Address:: 621 W. Beal Rd

Zip:: 86001

Mailing Address (If different from above):: 621 W. Beal Rd

Employer:: Southwest Decision Resources

Job Title:: Senior Program Associate

Business Phone:: 9287070417

Cell:: 9287070417

E-mail:: andi@swdresources.com

Indicate preferred telephone:: Work

Please indicate age group:: 35-54

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 15

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have lived and worked in natural resources in the Flagstaff area for 15 years. I am a wildlife biologist by training and currently working in a facilitation and mediation role. I currently work out of my home for a small business called Southwest Decision Resources in which my role is to problem solve and build partnerships/collaboratives surrounding often complex and controversial natural resource issues. I currently work on projects associated with recreation on the Coconino National Forest and Verde watershed, as well as grazing projects with the BLM in the Kingman area. Prior to my current position I worked for the AZ Game and Fish Department for over 10 years. This position required extensive partnerships with northern AZ

state and federal natural resources agencies to develop, review, and evaluate federal and state NEPA proposed actions, environmental assessments, environmental impact statements, and categorical exclusions. I also have experience working with private land owners, primarily as it related to grazing on public lands and wind energy development.

Why do you want to serve on the board or commission you listed?: Personally and professionally I am dedicated to planning for and preserving open spaces around our community. I value these spaces for their wildlife habitats, quiet enjoyment for my family, and multi use for the variety of visitors to the Flagstaff area. I recognize that as our community continue to grow these open spaces may become more limited which is why it is important to plan for them now. If chosen, I have more time to commit to this role than in previous years because my current work allows for flexibility.

Additional Information:

Form submitted on: 4/27/2015 8:36:00 PM

Submitted from IP Address: 24.121.65.235

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, January 22, 2015 7:57 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 01/22/2015
Board/Commission you wish to serve on:* Open Space Commission
If applicable, type of seat for which you are qualified:

Your Information

Name:* Margo Wheeler Home Phone:* 266-1319
Home Address:* 3528 S. Amanda Zip:* 86005
Mailing Address (If different from above):
Employer:* NAU Job Title:* Lecturer
Business Phone: Cell:
E-mail:* mmw626@yahoo.com

Indicate preferred telephone:*
(X) Home () Cell
() Work

Please indicate age group:*
() 18-34 (X) 55+
() 35-54

Please indicate education:*
() High School (X) Post Graduate
() College

Number of years living in the Flagstaff area:* 6 mo.

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have been Planning Director of several cities in California and Nevada for the last 30 years. In that capacity I have had the opportunity to work on the acquisition of open space and parkland. I have worked toward the preservation of open space while a city is still growing and developing. I am currently on the faculty of the Geography, Planning and Recreation department at NAU. I have the opportunity to teach on such topics as the Rio de Flag and Sustainability projects throughout the Flagstaff area. I am also a member of Soroptimist International Arizona Peaks and volunteer with Paws Placement.

Why do you want to serve on the board or commission you listed?

I have a great deal of experience working with local government and wish to put this to work in my new and permanent home town. I have a passion for preservation of our natural resources while creating livable and sustainable communities.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=14485>

The following form was submitted via your website: Board/Commission Application

Date:: 01/22/2015

Board/Commission you wish to serve on:: Open Space Commission

If applicable, type of seat for which you are qualified::

Name:: Margo Wheeler

Home Phone:: 266-1319

Home Address:: 3528 S. Amanda

Zip:: 86005

Mailing Address (If different from above)::

Employer:: NAU

Job Title:: Lecturer

Business Phone::

Cell::

E-mail:: mmw626@yahoo.com

Indicate preferred telephone:: Home

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 6 mo.

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have been Planning Director of several cities in California and Nevada for the last 30 years. In that capacity I have had the opportunity to work on the acquisition of open space and parkland. I have worked toward the preservation of open space while a city is still growing and developing.

I am currently on the faculty of the Geography, Planning and Recreation department at NAU. I have the opportunity to teach on such topics as the Rio de Flag and Sustainability projects throughout the Flagstaff area.

I am also a member of Soroptimist International Arizona Peaks and volunteer with Paws Placement.

Why do you want to serve on the board or commission you listed?: I have a great deal of experience working with local government and wish to put this to work in my new and permanent home town. I have a passion for preservation of our natural resources while creating livable and sustainable communities.

9. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Heather Ainardi, Marketing & PR Manager
Co-Submitter: Heidi Hansen, Economic Vitality Director
Date: 05/20/2015
Meeting Date: 07/07/2015



TITLE:

Consideration and Approval of Sole Source Contract: Sole source advertising contract with Legends Entertainment District. *(Purchase of the Flagstaff Cool Zone)*

RECOMMENDED ACTION:

Approve the purchase of the Flagstaff Cool Zone with Legends Entertainment District in the amount of \$65,000, as a sole source procurement.

Executive Summary:

The Flagstaff Convention and Visitors Bureau (CVB) is responsible for promoting the city as a year-round visitor destination. Forty percent of visitors originate from within the state of Arizona so it is a priority of the CVB to reach them all year. Outdoor signage and experiential marketing activities in the Legends Entertainment District are part of an overall marketing initiative to reach this market. The Legends Entertainment District oversees all outdoor ad placements in this area of downtown Phoenix, specifically reaching sport event attendees, therefore they are the sole source for this specific placement.

Financial Impact:

The \$65,000 for the Flagstaff Cool Zone with Legends Entertainment District has been requested as a one-time purchase in the Tourism Fund for FY2016. Stakeholder sponsorships will also offset a large portion of the expenditures.

Connection to Council Goal and/or Regional Plan:

Council Goal #9: Foster relationships and maintain economic development commitment to partners.
Regional Plan Goal ED.6: Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Has There Been Previous Council Decision on This:

Yes. Due to the positive feedback and a strong return on investment which the city received the first year, we propose this marketing installation for a second year in the Legends Entertainment District is warranted.

Options and Alternatives:

Option A: Approve purchase for the signage asset with Legends Entertainment District.

Option B: Reject the purchase for the signage asset with Legends Entertainment District.

Background/History:**Key Considerations:****Expanded Financial Considerations:****Community Benefits and Considerations:****Community Involvement:**

Collaborate

Expanded Options and Alternatives:

Attachments: Flagstaff Cool Zone Contract
 Sole Source Procurement Provision

LEGENDS ENTERTAINMENT DISTRICT MARKETING PARTNERSHIP AGREEMENT

This Legends Entertainment District Marketing Partnership Agreement ("Agreement") is entered into as of April 21, 2015, by and between City of Flagstaff Convention and Visitors Bureau ("Partner") and Jefferson Street Signage District, LLC, *dba* Legends Entertainment District ("Legends").

RECITALS:

A. Legends serves as the entity which has the authority to develop, manage, sell, and maintain certain signage assets within a specific area of downtown Phoenix, Arizona known as the Legends Entertainment District ("District"), as shown on Exhibit A.

B. Partner desires to promote its business within the District.

AGREEMENT:

1. Term. The term of this Agreement will begin as of July 1, 2015, and shall end on June 30, 2016, unless sooner terminated as provided in this Agreement ("Term").

2. Advertising and Promotion. Subject to the terms and conditions hereof, Partner will receive:

(A) Static signage located in the "cool zone" area of the Jefferson Street Garage as shown on Exhibit B to this Agreement. Any signage locations with the exception of locations 1 through 8 must be pre-approved in writing by Legends.

(B) Eight (8) promotional activation events, the details of which shall be mutually agreed upon by Partner and Legends. Notwithstanding the foregoing, Legends agrees to provide, space, electricity, and parking for six (6) activators, and \$100.00 in "clean-up" credit. In the event "clean-up" exceeds \$100.00; Partner agrees to pay the amount in excess of \$100.00. Partner agrees to provide Legends with a certificate of insurance, valid for the duration of the Term, no less than ten (10) days prior to the first activation event, which certificate shall evidence general liability coverage, proof of workers' compensation coverage and name the Legends and the City of Phoenix as additional insureds. The coverage amounts of all such policies, and any additional insureds shall be as reasonably determined by Legends.

3. Payments.

(A) Amount and Billing. Partner will pay Legends a sponsorship fee in the amount of \$65,000.00, net of any agency fees and taxes and charges as set forth in Section 3(B) below ("Sponsorship Fee"). The Sponsorship Fee shall be paid to Legends in one (1) lump sum payment on July 1, 2015. Legends will invoice Partner thirty (30) days prior to all Due Dates. At Legends' option, any invoices remaining unpaid ten (10) days after the invoice date will accrue interest at the rate of 1.5% per month.

(B) Taxes. Any and all taxes and other charges levied, assessed or otherwise due (other than income taxes of Legends) in connection with the advertising, promotions, signage or other arrangements described herein by any federal, state, or local governmental authority will be paid by Partner. Any such taxes will be charged to Partner annually or on the invoices to be submitted to Partner.

4. Entire Agreement. This Agreement, including its Recitals, the Terms & Conditions, and any Exhibits attached hereto (all of which are incorporated herein by this reference), contains the entire agreement and understanding of the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. In the event of a conflict between this Agreement and any other agreement between the parties including, without limitation, Legends' issued invoices, affidavits, and/or any other documents arising from the advertising elements described herein, this Agreement shall control.

5. Duplicates; Counterparts. This Agreement shall be executed in duplicate, each of which may be executed in any number of counterparts, all of which, when taken together as a whole, shall constitute a single, binding instrument. Facsimile and electronic copies of a fully executed Agreement shall be deemed an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

Partner: City of Flagstaff Convention and Visitors Bureau

By: _____
City Manager

Legends: JEFFERSON STREET SIGNAGE DISTRICT, LLC

By: _____
Name: _____
General Manager

LEGENDS ENTERTAINMENT DISTRICT MARKETING PARTNERSHIP AGREEMENT

TERMS & CONDITIONS

1. General Advertising and Promotion Provisions.

(A) Legends Approval, Advertising Guidelines and Approval Procedure. The content of all advertising and promotions provided for herein is subject to Legends' approval. Legends reserves the right to refuse to display all or a portion of any advertising if Legends reasonably determines that the advertising fails to conform substantially with standards of quality advertising, conflicts with other advertising or agreements of Legends, is in bad taste, or is otherwise reasonably objectionable. Partner must submit all proposed advertising that it intends to use at least ten (10) calendar days before intended use. Notwithstanding the foregoing, the final design and placement of all signage contemplated herein will be subject to normal governmental approval, including but not limited to, approval by the City of Phoenix.

(B) Cost of Signage; Changes in Signage. The first production and installation cost of the signage will be paid by Partner. Partner may change the content of the signage at its own expense (which work shall be done by Legends and billed to Partner, subject to Legends' prior approval as described in Section 1(A) of these Terms & Conditions. Legends reserves the right to replace, upgrade or alter any signage contained in this Agreement; however, regardless of any upgrade or change, Partner will continue to receive the equivalent advertising exposure provided for in this Agreement.

2. Indemnification.

(A) Partner. Partner at its own expense will defend, indemnify and hold Legends (and its owners, partners, members, managers, officials, officers, employees and agents) harmless from all third-party claims, demands, suits, actions, proceedings, losses, fines, expenses, costs, and damages of every kind and description, including reasonable attorneys' fees and litigation expenses (collectively, "Claims"), which may be brought or made against or incurred by Legends, arising out of: (i) the use of any trademark, copyright or other intellectual property right arising out of, or connected with the signage, advertising or promotional materials; or (ii) the accuracy, character, form and subject matter of any signage, advertising or promotional materials, provided such signage,

advertising or promotional materials is in a form exactly as provided in writing by Partner.

(B) Mutual. The parties will each indemnify, defend and save harmless each other (and their respective partners, members, managers, officials, officers, employees and agents) from all Claims made against or suffered by the other party because of or based upon the indemnifying party's (or its officers', managers', members', employees', agents', independent contractors' or promoters') misrepresentations, negligence, unlawful act or omission, or failure to perform any obligation under this Agreement.

(C) Party Obligations. Each party will give the other party prompt written notice of any claim or suit coming within the scope of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against the indemnitee and will permit the indemnitee, at the indemnitee's expense, to participate in the defense of the claim. Settlement by the indemnitee without the indemnitor's prior written consent, which will not be unreasonably withheld, will release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement will not affect the continuing obligations of the parties as indemnitors under this Agreement.

3. Governing Law and Arbitration. This Agreement shall be governed and controlled by the substantive laws of the State of Arizona. Any and all disputes (except for a default by Partner for failure to timely make payments, which may, at Legends' option, be resolved by a court of competent jurisdiction) arising under this Agreement (including issues regarding the interpretation of any provision of this Agreement and determinations of whether any issue arising from or related to this Agreement is subject to arbitration) shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration proceedings shall occur before a single arbitrator and take place in Phoenix, Arizona. The outcome of such arbitration proceedings shall be binding on the parties. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order, preliminary injunction

or other interim equitable relief concerning the dispute, including, without limitation, provisional remedies, special action relief or stay proceedings in connection with special action relief, either before commencing or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which may be subject to and controlled by the ultimate decision in the arbitration proceedings. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney's fees and costs.

4. Default and Remedies.

(A) Default. If: (i) any party fails to pay any fees or other sums when due under this Agreement; (ii) any party fails to comply with or perform any of the provisions of this Agreement; (iii) Partner becomes insolvent; or (iv) a petition is filed by or against Partner under any foreign, federal or state statute (including, without limitation, Title 11 of the United States Code) for the benefit of creditors such as debt adjustment, liquidation, winding up, dissolution, reorganization or bankruptcy, or a custodian (as defined in 11 U.S.C. § 101), receiver or liquidator takes charge of any of Partner's property, whether by judicial appointment, agreement or operation of law; then such party will be in default of this Agreement. However, if the non-defaulting party is not precluded by law from issuing notice of the default, the defaulting party will have ten (10) days after written notice is given within which to cure the default.

(B) Legends' Remedies. If, under Section 4(A) of these Terms & Conditions, a notice of default is not required or if notice is given and a default by Partner is not cured within the time provided, then (i) Legends will be excused from further performance under this Agreement; (ii) Legends may treat this Agreement as having been terminated as of the time of default; (iii) without further notice and with or without terminating this Agreement, Legends may remarket Partner's signage and other rights or otherwise mitigate damages; (iv) Legends may, without further notice or demand, declare any earned portion of the entire amount set forth in this Agreement that is unpaid (irrespective of the payment due date) immediately due and payable in either trade value or cash (at Legends' election); and (v) Legends may recover from Partner all losses and damages it suffers by reason of a default, including any costs of finding a substitute Partner. In the alternative, at its option, Legends may continue this Agreement and recover all damages resulting from the default.

Partner acknowledges that Legends has other available advertising and promotional inventory that Legends sells to other advertisers. Partner understands that, in the event of a default by Partner, Legends may continue to sell other available inventory, and shall have no obligation to sell Partner's inventory first.

(C) Partner Remedies. If, under Section 4(A) of these Terms & Conditions, a notice of default is not required or if notice is given and a Legends default is not cured within the time provided, Partner may: (i) treat the Agreement as having been terminated as of the time of default and may be excused from further performance under this Agreement; or (ii) continue this Agreement and recover all damages resulting from the default. In no event shall Legends be liable or responsible for any lost income, profits or consequential damages of Partner or any person or entity.

5. Miscellaneous.

(A) Force Majeure. In the event Legends is unable to perform its obligations under this Agreement because of fire, the elements, mob, riot, national or local emergency, strikes, lockouts, failure of negotiations between broadcast parties, calamity, epidemic, war, terrorism, or for any other reason outside the control of Legends, at its option Legends may provide additional advertising, sponsorship, or promotional rights, provide Partner with a refund or rebate, or extend the Term to compensate Partner for lost rights. In no event will any such event constitute an event of default by Legends which would permit Partner to terminate this Agreement pursuant to Section 4(A) of these Terms & Conditions or otherwise.

(B) Independent Contractors. The parties are independent contractors and are solely responsible for the conduct of their respective employees and agents in connection with the performance of their obligations under this Agreement.

(C) Assignment. Partner will not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Legends. This Agreement inures to the benefit of, and is binding upon, the parties and their respective permitted successors and assigns. Legends may make a collateral assignment of its rights under this Agreement to a financial institution ("Lender"), and Partner consents to the grant by Legends to Lender of a first priority security interest in the interest of Legends under this Agreement. Upon foreclosure by

Lender on Legends' interest in this Agreement, Partner consents to the transfer of Legends' right, title and interest in this Agreement (and related rights and interest) to Lender (or other party designated by Lender).

(D) Waiver. The delay or failure of a party to assert or exercise any right, remedy or privilege under this Agreement or to insist on strict and prompt performance of the covenants and agreements herein, does not constitute a waiver of any right, remedy, or failure to perform, nor will it be construed as a waiver or relinquishment of the party's right to later enforce the same according to its rights under this Agreement if there is a continuous or later default. No waiver is effective unless in writing, and then only in the specific instance for which it was given.

(E) Notice. Any notices, consents or approval required or permitted under this Agreement will be properly given if in writing, whether personally delivered, delivered by facsimile machine or forwarded by mail or overnight courier, postage prepaid, addressed to the following addresses (or such other addresses as may from time to time be designated in writing by each party):

To Legends:

Jefferson Street Signage District, LLC
Attn: Jason Rowley
201 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 379-2462

and:

Jefferson Street Signage District, LLC
Attn: Blake Edwards
401 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 462-6309

With a copy to:

Jefferson Street Signage District, LLC
Attention: Cullen Maxey
401 E. Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 462-6599

Attn: Nona Lee
401 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 462-6588

and:

Jefferson Street Signage District, LLC
Attn: General Counsel
201 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 379-2462

To Partner:

City of Flagstaff Convention and Visitors
Bureau
Attn: Heather Ainardi
211 West Aspen Avenue
Flagstaff, AZ 86001
Facsimile No. (928) 556-1305

(F) Time. Time is of the essence in this Agreement.

(G) Reservation of Rights. Legends reserves all rights hereunder which are not expressly granted to Partner.

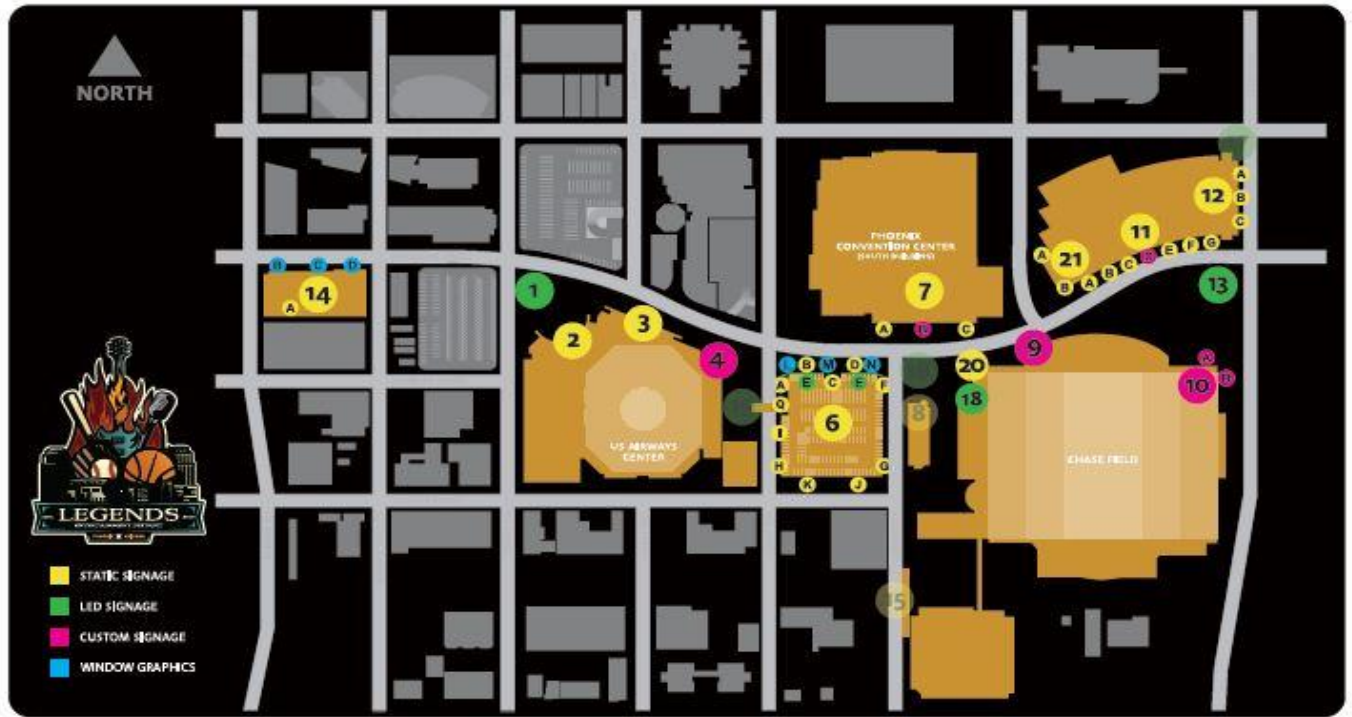
(H) Authority. Each individual executing this Agreement on behalf of, or as representative for, a person, partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Agreement on behalf of such person or entity and that this Agreement is binding upon such person or entity in accordance with its terms.

(I) Interpretation. The parties acknowledge and confirm that each of their respective attorneys has participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

(J) Severability. If any provision of this Agreement is determined to be illegal or unenforceable by an arbitrator, court or government agency of competent jurisdiction, this Agreement shall remain valid as though such provision had not been contained herein.

Exhibit A

(Location of Advertising and Promotion Elements)



LID MAP v011413

(Cool Zone Elements)



The Purchasing Section has researched and reviewed sole source justification and we are recommending a "Sole Source" procurement under Article 18 "Sole Source" of the City's Procurement Code Manual as follows:

A contract may be awarded for a material, service or construction item without competition if the director determines in writing that there is only one source for the required material, service or construction item. The director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Scott Mansfield, Police Lieutenant
Co-Submitter: Stacey Brechler-Knaggs, Grants Manager
Date: 05/27/2015
Meeting Date: 07/07/2015



TITLE:

Consideration and approval of Grant Agreement: To the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for the Edward Byrne Justice Assistance Grant funds in the amount of \$291,660.00 for the Northern Arizona Street Crimes Task Force (*aka METRO unit*).

RECOMMENDED ACTION:

Approve the acceptance of the grant from the U.S. Department of Justice, through the Arizona Criminal Justice Commission, Edward Byrne Justice Assistance Grant funds in the amount of \$291,660.00 for FY2016.

Executive Summary:

Approval of this grant in the amount of \$291,660 will provide the continued operation of the Northern Arizona Street Crimes and Narcotic Task Force (aka METRO) to protect life, property, and the rights of the individuals by participating agencies through sustained, coordinated, multi-agency effort to reduce drug and gang related crimes. This will be accomplished by vigorous investigations, apprehensions, prosecution, and community participation.

Financial Impact:

The grant award is in the amount of \$218,745.00 (75%) with required matching funds of \$72,915.00 (25%) for a total grant award of \$291,660. The METRO board has authorized matching funds from the account set up through the federal Act known as RICO (Racketeer Influenced and Corrupt Organizations), based on money and assets seized by various law enforcement agencies. The RICO account has provided matching funds in the past years and the Board has agreed to provide the above matching funds for this year's grant. This amount will include all City costs, estimated in kind and administrative costs if above normal departmental allocation. The grant award will be the 29th funding cycle (FY 2016) for the METRO unit and is budgeted in Fiscal Year 2016.

Connection to Council Goal and/or Regional Plan:

Effective governance.

Has There Been Previous Council Decision on This:

Yes, the Flagstaff City Council has approved the acceptance of this grant money for the past twenty-eight years.

Options and Alternatives:

Approve the acceptance of the grant or decline the acceptance of the grant.

Background/History:

This federal funding source has been applied for and received over the past 28 years. This is the 29th cycle of this grant in which the Flagstaff City Council has approved the previous 28 cycles.

Key Considerations:

This grant and the investigative officers this funds are supported by nearly every law enforcement entity in Coconino County including the Coconino County Sheriff's Office (CCSO), the Flagstaff Police Department (FPD), Northern Arizona University (NAU) Police, federal agencies of ATF (Alcohol, Tobacco and Firearms), FBI (Federal Bureau of Investigation), DEA (Drug Enforcement Agency) and the Department of Public Safety (DPS). This grant provides specialized police investigations to all the communities located within Coconino County.

Community Benefits and Considerations:

Officers in the METRO unit continuously provide support to numerous community groups including Citizens Against Substance Abuse, local schools, and Citizens Academy programs, etc. in the form of training and educational presentations, drug awareness, and proactive investigations.

Community Involvement:

To work directly with the public through the process to ensure that public issues and concerns are consistently understood and considered.

Expanded Options and Alternatives:

If approved, the grant would allow for the acceptance of \$291,660.00 in federal funds that will provide proactive enforcement that would otherwise not be available to our citizens.

Attachments: Grant Agreement FY16 METRO #DC-16-002



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-16-002
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 3rd day of June, 2015, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CITY OF FLAGSTAFF, through CITY OF FLAGSTAFF hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2015 and terminate on June 30, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

City of Flagstaff
211 W Aspen Avenue
Flagstaff, Arizona 86001
Attn: **Interim City Manager Jeff Meilbeck**

For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$134,641.00
Fringe Benefits (for salaries/overtime)*	\$80,267.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	\$76,752.00
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$291,660.00
Positions Funded:	
Flagstaff PD Sergeant (1.00 FTE), Flagstaff PD Investigator (1.00 FTE), Coconino County SO Investigator (0.90 FTE)	
Equipment Type: NOT APPROVED	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

6. The total to be paid by the COMMISSION under this Agreement shall not exceed \$116,664.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$102,080.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$72,916.00.
7. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or

are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
10. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

11. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

12. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
13. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
14. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
15. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.

Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

16. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
17. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant

funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

18. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

19. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
20. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
21. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
22. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
23. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
24. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
25. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
26. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
27. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
36. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and

costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>

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44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2013-DJ-BX-0049 and 2014-DJ-BX-1020 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
- "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
53. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
54. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
55. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
- Link:** <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and

guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made. All Grants
2. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
3. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that a task force member is replaced during the award period.
4. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
5. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
6. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
7. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
8. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
9. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
10. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g).

Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

- 11.** GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
- 12.** Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Mayor or City Manager

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

Insurance Requirements Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Patrick Staskey, Fire Marshal
Date: 06/04/2015
Meeting Date: 07/07/2015



TITLE:

Consideration and Adoption of Ordinance No. 2015-15: An ordinance of the Flagstaff City Council adopting amendments to the Flagstaff City Code, Title 5, *Fire Code*, to be consistent with Arizona Revised Statutes.

RECOMMENDED ACTION:

At the Council Meeting of July 7, 2015

- 1) Read Ordinance No. 2015-15 by title only for the first time
- 2) City Clerk reads Ordinance No. 2015-15 by title only for the first time (if approved above)

At the Council Meeting of July 21, 2015

- 3) Read Ordinance No. 2015-15 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-15 by title only for the final time (if approved above)
- 5) Adopt Ordinance No. 2015-15

Executive Summary:

The state law that legalizes the sale and use of consumer fireworks (ARS 36-1601) has been updated . This update limits the ability of municipalities to regulate use and sale. **Sale** of consumer fireworks is legal two times per calendar year: May 20 through July 6 and December 10 through January 3. **Use** of consumer fireworks is legal two times per calendar year: June 24 through July 6 and December 24 through January 3.

Municipalities do have the ability to suspend sale and use if local federal forest restrictions are at Stage 1 or higher. In addition, municipalities may prohibit use of permissible consumer fireworks on public property and within one hundred (100) feet of any hospital or public school. The amendment also limits the ability of municipalities to require warning signs at sale locations.

Financial Impact:

No cost to the City

Connection to Council Goal and/or Regional Plan:

Public Safety – Wildfires and injuries can result from the use of fireworks.

Has There Been Previous Council Decision on This:

The fireworks provisions of the City Code were previously amended by Ordinance No. 2010-38, adopted by City Council on November 2, 2010.

Options and Alternatives:

- 1) Amend the City Code as recommended.
- 2) Not amend the City Code. If the City Code is not amended, the Code provisions regarding consumer fireworks will be inconsistent with current state law.

Community Involvement:

Inform

Attachments: Ord. 2015-15

ORDINANCE NO. 2015-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING FLAGSTAFF CITY CODE TITLE 5, *FIRE CODE*, BY AMENDING SECTION 5-02-002, *REGULATIONS FOR THE USE OF CONSUMER FIREWORKS*, THEREOF

RECITALS:

WHEREAS, the sale and use of fireworks within the City of Flagstaff is an important issue of concern related to public health and safety; and

WHEREAS, the Arizona State Legislature recently enacted H.B. 2008, which amends A.R.S. §36-1601 pertaining to the sale and use of permissible consumer fireworks; and

WHEREAS, the City of Flagstaff wishes to amend its City Code to be consistent with A.R.S. §36-1601, as amended.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: That Flagstaff City Code Title 5, *Fire Code*, is hereby amended as follows:

Sections:

5-02-002-0001	Definitions
5-02-002-0002	Consumer fireworks prohibited; exceptions
5-02-002-0003	Sale of Fireworks
5-02-002-0004	Posting of signs by persons engaged in the sale of fireworks; civil penalty
5-02-002-0005	Authority to enforce violations of this article; means of enforcement
5-02-002-0006	Liability for emergency responses related to use of fireworks; definitions
5-02-002-0007	Penalty
5-02-002-0001	Definitions

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Consumer firework means those fireworks defined by Arizona Revised Statutes Section 36-1601.

Display firework means those fireworks defined by Arizona Revised Statutes Section 36-1601.

Fireworks means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework, display firework or ~~permissible consumer firework~~ as defined by Arizona Revised Statute Section 36-1601.

Novelty items means federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices, sparklers, and certain toys as defined in Arizona Revised Statute 36-1601.

Permissible consumer fireworks means those fireworks as defined by Arizona Revised Statute Section 36-1601 ~~that may be sold within the City even where the use of those items has been prohibited.~~

Supervised public display means a monitored performance of display fireworks open to the public and authorized by permit by the Fire Department.

5-02-002-0002 Consumer fireworks prohibited; exceptions

- A. The use, discharge or ignition of PERMISSIBLE consumer fireworks within the City of Flagstaff is prohibited, **EXCEPT AS PROVIDED IN THIS SECTION.**
- B. **THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CITY LIMITS OF FLAGSTAFF EXCEPT FROM JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 EACH YEAR. THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS STAGE ONE OR HIGHER FIRE RESTRICTIONS IN ANY PORTION OF COCONINO COUNTY IN EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.**
- C. **THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN A ONE HUNDRED (100) FOOT RADIUS OF THE BORDER OF PRESERVATION LANDS GREATER THAN FIFTEEN THOUSAND (15,000) ACRES THAT ARE OWNED BY THE CITY OF FLAGSTAFF.**
- D. **THE USE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED ON PUBLIC PROPERTY AND WITHIN ONE HUNDRED (100) FEET OF ANY HOSPITAL OR PUBLIC SCHOOL.**
- ~~B.E.~~ Nothing in this section or article shall be construed to prohibit the use, discharge or ignition of novelty items or the occurrence of a supervised public display of fireworks.
- ~~C.F.~~ Permits may be granted by the Fire Department for conducting a properly supervised public display of fireworks. Every such SUPERVISED public display of fireworks shall be of such character and so located, discharged or fired, only after proper inspection and in a manner that does not endanger persons, animals, or property. A permit shall not be issued, and may be revoked, during time periods of High Fire Danger warnings. ~~The Fire Department has authority to impose conditions on any permits granted..~~ **NO SUCH PERMIT SHALL BE ISSUED UNLESS REVIEWED AND APPROVED BY THE FIRE CHIEF WHO HAS AUTHORITY TO AND MAY IMPOSE REASONABLE CONDITIONS ON ANY PERMITS GRANTED.**

- D.G.** Failure to comply with any permit requirements issued by the Fire Department is a criminal offense constituting a class three misdemeanor.
- E. H.** Fireworks may not be combined, altered or manipulated in any way outside of the intended use that, in the opinion of the Fire Department, increases the potential for fire damage or personal injury.

5-02-002-0003 Sale of Fireworks

- A. No person shall sell or permit or authorize the sale of permissible consumer fireworks to a person who is under sixteen years of age.
- B. No person shall sell or permit or authorize the sale of permissible consumer fireworks in conflict with state law.
- C. THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED WITHIN THE CORPORATE LIMITS OF THE TOWN EXCEPT FROM MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 EACH YEAR. THE SALE OF PERMISSIBLE CONSUMER FIREWORKS IS ALSO PROHIBITED WHEN A FEDERAL OR STATE AGENCY IMPLEMENTS STAGE ONE OR HIGHER FIRE RESTRICTIONS IN ANY PORTION OF COCONINO COUNTY IN EFFECT FOR ANY ONE OR MORE OF THE DAYS LISTED IN THIS SUBSECTION.**
- C.D.** No person shall furnish permissible consumer fireworks to a person who is under sixteen years of age.
- D.E.** No person who is under sixteen years of age shall possess permissible consumer fireworks.
- E. F.** Permits and fees shall be required for the construction, erection, or operation of a business that sells consumer fireworks.

5-02-002-0004 Posting of signs by persons engaged in the sale of consumer fireworks; civil penalty

- A. Prior to the sale of permissible consumer fireworks, every person engaged in such sales shall prominently display signs ~~indicating the following:~~ **THAT ARE EIGHT AND ONE HALF INCHES BY ELEVEN INCHES IN SIZE, THAT ARE ON CARDSTOCK PAPER IN LANDSCAPE ORIENTATION AND THAT CONTAIN THE FOLLOWING LANGUAGE ON A CONTRASTING BACKGROUND:**

**STATE OF ARIZONA
CONSUMER FIREWORKS REGULATIONS
ARIZONA REVISED STATUTES SECTION 36-1601, ET AL.**

**THE USE OF PERMISSIBLE CONSUMER FIREWORKS
AS DEFINED UNDER STATE LAW IS ALLOWED:**

JUNE 24 - JULY 6 AND DECEMBER 24 - JANUARY 3

**THE SALE OF PERMISSIBLE CONSUMER FIREWORKS
AS DEFINED UNDER STATE LAW IS ALLOWED:**

MAY 20 - JULY 6 AND DECEMBER 10 - JANUARY 3

ALL OTHER FIREWORKS ARE PROHIBITED, EXCEPT AS AUTHORIZED BY LOCAL FIRE DEPARTMENT PERMIT. THE SALE AND USE OF NOVELTIES KNOWN AS SNAPPERS (POP-ITS), PARTY POPPERS, GLOW WORMS, SNAKES, TOY SMOKE DEVICES AND SPARKLERS ARE PERMITTED AT ALL TIMES. PERMISSIBLE CONSUMER FIREWORKS MAY NOT BE SOLD TO PERSONS UNDER SIXTEEN YEARS OF AGE.

CHECK WITH YOUR LOCAL FIRE DEPARTMENT FOR ADDITIONAL REGULATIONS AND DATES BEFORE USING.

- ~~1. The use of fireworks, except novelty items as defined by City Code, including permissible consumer fireworks is prohibited.~~
- ~~2. Consumer fireworks authorized for sale under state law may not be sold to persons under the age of 16.~~
- ~~B. Signs required under this section shall be placed at each cash register and in each area where consumer fireworks are displayed for sale.~~
- ~~C. The Fire Department shall develop regulations concerning the size and color of the required signs and shall develop a model sign. The required sign regulations and model sign shall be posted on the City's website and filed with the City Clerk's office.~~
- ~~D. Any person engaged in the sale of consumer fireworks shall provide a written notice to each individual who purchases consumer fireworks. Such notice shall inform the purchaser that the use, discharge, or ignition of consumer fireworks within the City of Flagstaff is prohibited. The notice shall also inform the purchaser of the key requirements and prohibitions contained in this ordinance. The Fire Department shall develop regulations concerning the size and content of the required notice and shall develop a model notice.~~
- ~~E. Any person engaged in the sale of consumer fireworks shall require each purchaser of consumer fireworks to sign a registry indicating the name, address and age of the purchaser.~~
- FB.** Failure to comply with subparts ~~A, B, D and E~~ of this section is a criminal offense constituting a class three misdemeanor.

5-02-002-0005 Authority to enforce violations of this article; means of enforcement

- A.** A City police officer, or the City attorney may issue criminal complaints to enforce this article.

- B. Any person authorized pursuant to this section to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.
- C. A City fire official may issue Fire Code or permit violations to enforce this article.

5-02-002-0006 Liability for emergency responses related to use of fireworks; definitions

- A. A person who uses, discharges or ignites permissible consumer fireworks, fireworks or anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this article is prima facie evidence of liability under this section.
- B. The expenses of an emergency response are a charge against the person liable for those expenses pursuant to subpart A of this section. The charge constitutes a debt of that person and may be collected proportionately by the public agencies, for-profit entities or not-for-profit entities that incurred the expenses. The person's liability for the expense of an emergency response shall be the amount set forth in existing City ordinances for a single incident. The liability imposed under this section is in addition to and not in limitation of any other liability that may be imposed.
- C. For the purposes of this section:
 - 1. "Expenses of an emergency response" means reasonable costs directly incurred by public agencies, for-profit entities or not-for-profit entities that make an appropriate emergency response to an incident.
 - 2. "Reasonable costs" includes the costs of providing police, fire fighting, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

5-02-002-0007 Penalty

The penalty for violating any prohibition or requirement imposed by this article is a class three misdemeanor unless another penalty is specifically provided for.

SECTION 2: That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and that the City Clerk be authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with the Flagstaff City Code.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of July, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brandi Suda, Finance Manager
Co-Submitter: Rick Tadder, Finance Director
Date: 06/22/2015
Meeting Date: 07/07/2015



TITLE:

Consideration and Adoption of Ordinance No. 2015-11: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2016.
(Property Tax Levy for FY 15-16)

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2015-11 by title only for the final time
- 2) City Clerk reads Ordinance No. 2015-11 by title only (if approved above)
- 3) Adopt Ordinance No. 2015-11

Executive Summary:

Arizona Revised Statutes Section 42-17104 requires that an Ordinance to adopt property tax levies be passed after the adoption of the final budget. The final budget is anticipated to be adopted on June 16, 2015.

Financial Impact:

The City of Flagstaff is proposing a flat primary property levy on existing properties for the FY2015-2016 base levy of \$5,561,740 plus new construction levy of \$65,343 for a total levy of \$5,627,083. The primary property tax rate to support this levy is \$0.8234 per \$100 of assessed valuation.

The City of Flagstaff proposing a flat tax rate for secondary property taxes for FY2015-2016 for a total levy of \$5,728,437. The proposed secondary property tax rate is \$0.8366 per \$100 of assessed valuation.

Connection to Council Goal and/or Regional Plan:

- Invest in our employees and implement retention and attraction strategies
- Provide sustainable and equitable public facilities, services and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- As well as impacts many other Council goals

Has There Been Previous Council Decision on This:

- December Budget Retreat on December 9 & 10, 2014
- Mini Budget Advance on January 22 & 28, 2015
- February Budget Advance on February 11 & 12, 2015
- Council Budget Advance on April 21 & 22, 2015
- Tentative Budget Adoption on June 2, 2015
- Final Budget Adoption on June 16, 2015
- Public Hearing & first read of this ordinance on June 16, 2015

Options and Alternatives:

- Adopt the primary and secondary property tax rates at the proposed amounts,
- Adopt the primary property levy up to the maximum statutory levy; adopt the secondary property tax rate at something greater than proposed above. Increasing above the proposed amount will trigger Truth in Taxation requirements.
- Adopt the primary and secondary property tax rates at something less than that shown above.

Background/History:

Both the State Constitution and State law specify a property tax levy limitation system. This system consists of two levies, a limited levy known as the primary property tax levy and an unlimited levy referred to as the secondary property tax levy. The primary levy may be imposed for all purposes, while the secondary levy in cities and towns may only be used to retire the principal and interest or redemption charges on general obligation bonded indebtedness.

The adoption of the property tax levy is the final step in the entire budget approval process.

Key Considerations:

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County adopts the property tax levy as proposed by the City on or about August 1, 2015.

Expanded Financial Considerations:

The City has budgeted a total of \$5,527,083 in FY2015-2016 primary property tax, an approximate 1.7% increase over the FY2014-2015 budget. This increase is due to new construction. Primary property tax funds any general purpose use of the city government. The budgeted amount is less than the levy as the City is allowing for approximately 2% in bad debt.

Statutorily, the maximum allowable primary property levy for FY2015-2016 is \$6,091,109. The City can capture this additional levy in future budget years if Council so directs.

The City has budgeted a total of \$5,728,437 in FY2015-2016 secondary property tax, an approximate 2.1% increase over the FY2014-2015 budget. The increase is directly related to the increased assessed valuation and new construction. Secondary property tax funds general obligation debt and debt is issued to manage within the levy.

Five years historical data is shown below:

Property Tax Rates	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2014-2015	FY 2015-2016 Proposed
Primary	\$ 0.6917	0.7131	0.8429	0.8418	0.8234
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	\$ 1.5283	1.5497	1.6795	1.6784	1.6600

Primary property taxes account for 10% of the General Fund revenues budgeted for FY2015-2016.

Community Benefits and Considerations:

Primary property taxes support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the city.

Secondary property taxes support the debt service payment on numerous city capital projects including: Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration and the future Core Services Facility as well as many others.

Community Involvement:

Inform & Involve: Budget legal schedules were published in the June 4, 2015 and June 11, 2015 Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. A public hearing on June 16, 2015 for both the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input.

Attachments: 2015-11 Property Tax Ordinance

ORDINANCE NO. 2015-11

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2016

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2015-2016 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.8234 for the fiscal year ending on the 30th day of June, 2016. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8366 for the fiscal year ending June 30, 2016.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 6, 2015.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Human Resources Manager
Date: 06/22/2015
Meeting Date: 07/07/2015



TITLE:

Consideration of Appointments: City Manager.

RECOMMENDED ACTION:

Appoint Josh Copley as the City Manager effective September 10, 2015 for the City of Flagstaff.

Executive Summary:

The past City Manager, Kevin Burke, resigned from his position effective January 9, 2015. The term for the Acting City Manager expires on September 9, 2015. This appointment will begin the first day of the vacant position, September 10, 2015.

Financial Impact:

The City Manager salary and benefits are currently budgeted.

Connection to Council Goal and/or Regional Plan:

The City Manager position is needed to continue movement on the following City Council goals:

1. Repair, replace, maintain infrastructure (streets & utilities)
2. Fund existing and consider expanded recreational services
3. Address Core Services Maintenance Facility
4. Complete Rio de Flag
5. Retain, expand, and diversify economic base
6. Complete Water Policy
7. Review financial viability of pensions
8. Review all commissions
9. Zoning Code check in and analysis of the process/implementation
10. Develop an ongoing budget process
11. Effective governance

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

The City Council may consider other terms to be included and execute an updated agreement.

Community Involvement:

Inform.

Attachments: Agreement

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into in the City of Flagstaff, Coconino County, Arizona, by and between the City of Flagstaff (the "City"), an Arizona municipal corporation, and Joshua Copley ("Copley") this tenth day of September, 2015.

RECITALS

The City and Copley enter into an Agreement for Services, under which Copley agrees to serve as the City Manager for the City of Flagstaff.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, the City and Copley agree as follows:

1. EMPLOYMENT AND SERVICES

The City agrees to employ Copley as City Manager of the City of Flagstaff, and Copley agrees to serve as the City Manager in accordance with the terms and conditions set forth below. Copley shall perform the duties set forth in Article III, Section 3 of the Charter of the City of Flagstaff ("City Charter"), a copy of which is designated Exhibit A, attached to and incorporated herein, and such other duties as the City Council and Copley may, from time to time, agree.

2. TERM

2.1 The term of this Agreement shall be for eighteen (18) months commencing on September 10, 2015, and concluding on April 10, 2017, subject to continuation or termination as set forth below. Except as provided in **Section 14** hereof, Copley agrees not to accept other employment during his employment with the City.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate Copley's services any time, subject to the provisions set forth in **Sections 10 and 11** of this Agreement and Article III of the City Charter. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with Copley's right to resign at any time from his position with the City, subject to the provisions set forth in **Section 10** of this Agreement and Article III of the Charter.

2.3 In the event that neither the City nor Copley provides written notice to the other at least six (6) weeks prior to the termination date as hereinabove provided, or any subsequent termination date arising from a prior extension of this Agreement, this Agreement shall be extended on the same terms and conditions as herein provided for an additional period of one (1) year unless either party hereto gives at least six (6) weeks written notice prior to the termination date of the initial eighteen (18) month term or any subsequent one-year term arising from a prior extension of this Agreement, to the other that the noticing party does not wish to extend this Agreement for any additional one year term.

3. SALARY

The City shall pay Copley for his services under this Agreement an annual base salary of One Hundred Eighty Thousand and no/100 dollars (\$180,000.00) subject to withholdings, payable in installments at the same time as other City employees are paid. The City may review Employee's base salary at any time, and may, in its discretion, change such base salary as City deems appropriate, provided, however, that Employee's base salary under this Agreement shall not be less than One Hundred Eighty Thousand and no/100 dollars (\$180,000.00). The Employee will also receive increases in pay as provided to other management employees.

4. AUTOMOBILE ALLOWANCE

Copley shall receive an automobile allowance in the amount of Three Hundred Fifty and no/100 dollars (\$350.00) per month. In addition, Copley shall have the right to use a rental vehicle or his own vehicle in accordance with the City of Flagstaff Travel Policy.

5. VACATION AND SICK LEAVE

Copley shall accrue vacation at the rate reflecting ten to fourteen (10 – 14) years of public service, which accrual rate is twenty-one (21) days per year. Copley shall accrue sick leave at the rate of twelve (12) days per year.

6. HEALTH AND LIFE INSURANCE

6.1 The City shall provide family health and dental care insurance coverage to Copley available to and at the same cost as paid by its other management employees.

6.2 The City shall enroll Copley in the life insurance program available to its other management employees and shall pay the premium cost.

7. RETIREMENT

The City shall continue paying the contribution for Copley in the Arizona State Retirement System in the same manner as it does with its other management employees.

8. INDEMNIFICATION

The City shall defend, hold harmless and indemnify Copley against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the lawful performance of Copley's duties as City Manager.

9. BONDING

The City shall bear the full cost of any fidelity or other bonds required of Copley under any law or ordinance.

10. SUSPENSION, TERMINATION AND SEVERANCE PAY

10.1 As authorized by Article III of the City Charter, the City may suspend or terminate Copley from the position of City Manager during the term of this Agreement, but only pursuant to the terms of Article III of the City Charter and **Sections 10 and 11** of this Agreement.

10.2 The City may terminate this Agreement pursuant to Article III of the City Charter without incurring further obligation under this Agreement upon the occurrence of any of the following events:

- (1) Copley's material breach of this Agreement;
- (2) Copley's conviction or arrest for a felony or crime involving moral turpitude;
- (3) Copley's willfully or habitually neglects the duties he is required to perform under the terms of this Agreement, demonstrates behavior substantially incompatible with the goals, objectives, or interests of the City, or commits such acts of dishonesty, fraud, misrepresentation, or any acts of moral turpitude as would materially adversely affect the effective performance of the City Manager's duties.
- (4) A vote pursuant to Article III of the City Charter to not renew, remove or terminate Copley as City Manager, or a resignation pursuant to Section 10.4 of this Agreement, where the effective date of Copley's termination falls on or within 90 days of the termination date of the initial eighteen (18) month term of this Agreement, or any subsequent one-year term arising from a prior extension of this Agreement.

10.3 In the event Copley is terminated for reasons other than those delineated in Section 10.2 of this Agreement, the City agrees to pay Copley a lump sum cash payment equal to six (6) months aggregate salary and provide employee and family health insurance benefits to Copley for an additional six (6) months beyond the term of this Agreement.

10.4 In the event that Copley resigns following a request, whether formal or informal, by at least five (5) members of the City Council that he resign, then, in that event, Copley may at his option deem himself to be "terminated" at the date of such request to resign, within the meaning and context of this Agreement.

10.5 In the event that Copley voluntarily resigns his position with the City before expiration of the term of employment as provided above, Copley shall give the City at least six (6) weeks prior notice thereof, unless the parties otherwise agree; and the City shall not then be obligated to provide severance pay and extended health benefits to Copley.

11. DISABILITY

If Copley is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of six (6) successive months beyond any accrued sick leave, the City shall have the option to terminate this Agreement, subject to the severance pay requirements of **Section 10**.

12. PERFORMANCE EVALUATION

12.1 The City Council shall review and evaluate Copley's performance at least annually. The City Council shall provide adequate opportunity for Copley to discuss his evaluation with the City Council. The City Council shall conclude Copley's review and evaluation no later than September 30th of each year. Copley's review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Copley.

12.2 The City Council and Copley shall define goals and performance objectives annually, which they determine necessary for the proper operation of the City of Flagstaff and in attainment of the City Council's written policy objectives.

13. HOURS OF WORK

Copley shall devote full time to his duties as City Manager, except as otherwise specified in **Section 14** below.

14. OUTSIDE ACTIVITIES

Copley shall spend no more than ten (10) hours per week in teaching, counseling or other non-City connected business without the prior approval of the City Council.

15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

15.1 The City Council, in consultation with Copley, shall fix any other terms and conditions of employment as it may determine to be desirable, from time to time, relating to Copley's performance, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Flagstaff City Code or any other law.

15.2 All provisions of the City Charter, City Code, and City regulations and policies relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended shall also apply to Copley as they would to other employees of the City, in addition to the benefits enumerated specifically as herein provided.

16. NOTICE PROVISIONS

Any notice concerning this Agreement must be in writing delivered personally or sent by certified or registered mail as follows:

To the City:

Human Resources Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

To Copley:

Joshua Copley
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

17. GENERAL PROVISIONS

17.1 Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

17.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona, and venue for any legal action hereunder shall be the Coconino County Superior Court in Flagstaff, Arizona.

17.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

17.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

17.5 Conflict of Interest. Copley covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

17.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall not be changed or added to except by written amendment. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement.

17.7 No waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

IN WITNESS WHEREOF, the City of Flagstaff has caused this Agreement to be signed and executed in its behalf by the undersigned Mayor of the City of Flagstaff, and Joshua Copley has signed and executed this Agreement, both in duplicate, the day and year first above written.

City of Flagstaff

Joshua Copley

Jerry Nabours, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Don Jacobson, Court Administrator
Date: 06/24/2015
Meeting Date: 07/07/2015



TITLE:

Consideration of Appointments: Magistrates and Presiding Magistrate for the Flagstaff Municipal Court

RECOMMENDED ACTION:

Approve the appointments of Thomas L. Chotena as the Presiding Magistrate, Michael Araujo as Magistrate and Paul Julien as Magistrate, On-Call.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of judges for the Municipal Court allows for ongoing operations of the court without interruption.

Magistrates hear criminal, civil and traffic matters that are filed in the Flagstaff Municipal Court. The conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. Magistrates are required for the ongoing operational needs of the Municipal Court. Magistrates are critical to the criminal and civil processes of the judicial branch.

The Presiding Magistrate not only has the same responsibilities and duties of the other Magistrates within the court, but is also responsible for the ongoing operation of the court. Under Arizona Supreme Court Administrative Order 2005-32 the Presiding Magistrate works with the Court Administrator to administer justice and provide a safe, fair and efficient environment for the resolution of conflicts.

Judges Chotena, Araujo and Julien have all been serving in their current capacity at the Municipal Court and are requesting to continue in their current roles.

Financial Impact:

Funding for all judicial positions are included in the approved budget of the Municipal Court. No additional budgetary impact anticipated.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 1) Invest in our employees and implement retention and attraction strategies
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels

Has There Been Previous Council Decision on This:

All the current judges seeking appointment have previously been appointed by the Flagstaff City Council.

Options and Alternatives:

Approve the appointments.

Don't approve the appointments and request alternative candidates for Council consideration.

Community Involvement:

Inform

Attachments:

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stephanie Sarty, Transportation Engineering
Project Manager
Co-Submitter: Jeff Bauman, Traffic Engineer
Date: 05/04/2015
Meeting Date: 07/07/2015



TITLE:

Consideration and Adoption of Ordinance No. 2015 - 12: An ordinance of approval for the Roadway Functional Classifications and Truck Routes map being placed into the Engineering Standards.
(Update/Addition to Engineering Standards)

RECOMMENDED ACTION:

At the City Council meeting of July 7, 2015

- 1) Read Ordinance No. 2015-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2015-12 by title only (if approved above)

At the City Council meeting of July 21, 2015

- 3) Read Ordinance No. 2015-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2015-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2015-12

Executive Summary:

The 2001 Regional Plan included detailed maps, (Map 10: Circulation – Regional Roadway Categorization Plan, and Map 11: Circulation - Regional Truck Route Map). Map 10 was used for proposed developments by contractors, citizens, and city staff to determine roadway classifications and the associated roadway design standards. It is referenced in the Engineering Standards and Zoning Code. The new 2030 Regional Plan does not include a detailed map with functional classifications like Map 10, or a truck route map like Map 11. It was planned that after the adoption of the 2030 Regional Plan, a Transportation Master Plan would be created to cover the details missing from the Regional Plan. Developing a Transportation Master Plan is a long process, so for the time being, temporarily putting the more detailed Roadway Functional Classification Map (including truck routes) into the Engineering Standards will satisfy this need.

Along with the map, definitions of the various classifications, and a description of the truck routes will be included in the addendum (Appendix A). Providing the map, definitions, and cross-sections all in one place will help the public, developers, and City staff with locating the documents. Since the Engineering Standards make references to the old Regional Plan, these locations will now be directed to the addendum, and can be found in Appendix A.

As a result of the 2030 Regional Plan, the Roadway Functional Classification Map has been updated to match the Regional Plan. Each change made can be reviewed in the following attachment (Appendix B).

During the February 4th Transportation Commission meeting, Commission members made a recommendation of approval of the Roadway Functional Classifications Map and recommended that it be placed into the Engineering Standards with the attached changes.

Financial Impact:

None.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

REGIONAL PLAN:

Chapter IX - Growth Areas & Land Use

Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive, and compatible with adjoining nonindustrial uses.

Chapter X - Transportation

Goal T.1. Improve mobility and access throughout the region.

Goal T.2. Improve transportation safety and efficiency for all modes.

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Chapter XI - Cost of Development

Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Has There Been Previous Council Decision on This:

Sara Dechter presented the Regional Plan Annual Report at the Work Session meeting on June 9th. During her presentation she mentioned that in addition to the Major Plan Amendment for Map 25, a road functional classification map would be redone and added into the Engineering Standards.

Options and Alternatives:

- 1. Approve - Will be added to the Engineering Standards
- 2. Modify - Delay the approval of the ordinance
- 3. Do Not Approve - Will not be added to the Engineering Standards and will need to be addressed in the future

Community Involvement:

Empower

Attachments: Ord. 2015-12
 Appendix A - Engineering Standards Information and New Map
 Appendix B - Changes

ORDINANCE NO. 2015-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 13-10, *STREETS*, BY ADDING SECTION 13-10-014 "*ROADWAY FUNCTIONAL CLASSIFICATIONS AND TRUCK ROUTES*"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Arizona Revised Statutes § 9-240(B)(3)(a) authorizes the City of Flagstaff to exercise complete control over streets, alleys, avenues and sidewalks within the City; and

WHEREAS, Under the authority of the Flagstaff City Charter, Article XIII General Provisions, Section 9 the Flagstaff City Council adopted the proposed 2030 Regional Plan on January 14, 2014; and

WHEREAS, The Flagstaff voters ratified the 2030 Regional Plan on May 20, 2014; and

WHEREAS, under the 2030 Regional Plan a specific Streets Master Plan must be developed; and

WHEREAS, the development of a specific Streets Master Plan will benefit from the addition of a more detailed roadway functional classification map to the Engineering Standards; and

WHEREAS, Chapter 13-10 of the Flagstaff City Code contains Engineering Standards which may be amended to add a more detailed roadway functional classification map;

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Chapter 13-10 is hereby amended by the addition of Sections: 13-10-014 *ROADWAY FUNCTIONAL CLASSIFICATION AND TRUCK ROUTES*; 13-10-014-0001 *ROADWAY FUNCTIONAL CLASSIFICATIONS*; 13-10-014.0001.1 *DEFINITIONS*; 13-10-014.0002 *TRUCK ROUTES*; 13-10-014-0003 *MAPS*; in the

language and maps which are set forth below and hereby incorporated herein as follows:

13-10-014 Roadway Functional Classifications and Truck Routes

13-10-014-0001 Roadway Functional Classifications

This chapter defines the roadway functional classes and also provides a map of the City of Flagstaff with the various roadway classifications and truck routes.

13-10-014-0001.1 Definitions

“Freeways” refer to high-speed facilities with access permitted only at traffic interchanges.

“Major Arterials” provide relatively high-capacity roadways for longer trips. They provide direct service to major regional centers or activity and often serve as boundaries between districts. Major Arterials provide roadway continuity and length for trans-regional, inter-regional and inter-state trips and connect the Flagstaff region to surrounding regions. Throughput capacity will be emphasized over local access. Adjacent land uses include commercial areas, open space, public lands, industrial sites and institutional sites. Residential property will not abut Major Arterials unless separated by adequate buffering.

“Minor Arterials” provide capacity and continuity for travel between different districts of the region. Adjacent land uses include residential and commercial areas, open space, public lands, industrial sites, and institutional sites. The activity center for a district will often be located along a Minor Arterial or at the intersection of a Minor Arterial with another Minor Arterial or a Major Collector.

“Major Collectors” collect traffic from Minor Collectors and Local streets within a district and deliver that traffic to Major or Minor Arterials. They are generally not intended to serve trans-regional trips and generally will not provide route continuity for more than a mile or two (except in rural areas where they may be longer). These roadways are generally contained entirely within a district and connect the neighborhoods of that district with each other. Adjacent land uses include residential and commercial areas, open space, public lands, industrial site, and institutional sites.

“Minor Collectors” collect traffic from Local streets and deliver it to Major Collectors or Minor Arterials. They will not serve trans-regional trips and will not provide route continuity for more than a mile (except in rural areas where they may be longer). Adjacent land uses include residential and commercial areas, open space, public lands, industrial sites, and institutional sites. The contribution of Minor Collectors to the structural framework of the region is minimal, but affect neighborhood form.

“Commercial Local” refers to streets that provide for direct vehicle, bicycle, and pedestrian access to commercial land uses. The streets do not serve trans-regional trips and provide no route continuity beyond the areas they connect. Adjacent land uses include commercial areas, industrial sites, and institutional sites.

13-10-014-0002 Truck Routes

The Truck Routes map positively identifies where trucks are to operate for cross and through-town trips. The Regional Plan policies direct the City and County to develop regulations for specifying how trucks may make deliveries (i.e., make use of the shortest route in and out of a residential area, during certain hours in certain zones). The map will guide investment and design decisions so that trucks may operate in the Flagstaff region safely and efficiently.

13-10-014-0003 Map

Please see the map found in the “Roadway Functional Classification Map” which is attached hereto and hereby incorporated herein by this reference as “13-10-014-0003 Map”.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date.

This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st the day of July, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

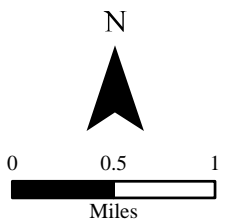
Section 13-10-014-0003 Map



Roadway Functional Classification Map

Legend

- Future Freeway
- Freeway
- Major Arterial
- Minor Arterial
- Future Minor Arterial
- Major Collector
- Future Major Collector
- Minor Collector
- Future Minor Collector
- Commercial Local
- Future Commercial Local
- Truck Routes



Appendix A

FLAGSTAFF ADDENDUM TO FLAGSTAFF ENGINEERING STANDARDS

This addendum is part of Ordinance No. 2015 - 12, Roadway Functional Classifications and Truck Routes.

Attached is a new page insert and map that belongs between pages 132 and 133 in the 2012 Engineering Standards.

The 2012 Engineering Standards make numerous references to the 2001 Regional Plan. Since a new Regional Plan has been adopted, that does not have the detailed maps, these references are invalid. The following are locations that refer to the 2001 Regional Plan, and will now be referred to as Section 13-10-014.

- | | |
|------------|------------|
| • Page 97 | • Page 115 |
| • Page 98 | • Page 116 |
| • Page 112 | • Page 123 |
| • Page 113 | • Page 126 |
| • Page 114 | • Page 132 |

New Engineering Standards are currently being revised, and are anticipated to be completed in April of 2016. The above locations will be corrected when the 2016 Engineering Standards are developed.

CHAPTER 13-10

STREETS

Sections:

13-10-014 Roadway Functional Classifications and Truck Routes

13-10-014-0001. Roadway Functional Classifications

13-10-014-0001.1 Definitions

13-10-014-0002 Truck Routes

13-10-014-0003 Map

Section 13-10-014 Roadway Functional Classifications and Truck Routes

Section 13-10-014-0001. Roadway Functional Classifications

This chapter defines the roadway functional classes and also provides a map of the City of Flagstaff with the various roadway classifications and truck routes.

Section 13-10-014-0001.1 Definitions

"Freeways" refer to high-speed facilities with access permitted only at traffic interchanges

"Major Arterials" provide relatively high-capacity roadways for longer trips. They provide direct service to major regional centers or activity and often serve as boundaries between districts. Major Arterials provide roadway continuity and length for trans-regional, inter-regional and inter-state trips and connect the Flagstaff region to surrounding regions. Throughput capacity will be emphasized over local access. Adjacent land uses include commercial areas, open space, public lands, industrial sites and institutional sites. Residential property will not abut Major Arterials unless separated by adequate buffering.

"Minor Arterials" provide capacity and continuity for travel between different districts of the region. Adjacent land uses include residential and commercial areas, open space, public lands, industrial sites, and institutional sites. The activity center for a district will often be located along a Minor Arterial or at the intersection of a Minor Arterial with another Minor Arterial or a Major Collector.

"Major Collectors" collect traffic from Minor Collectors and Local streets within a district and deliver that traffic to Major or Minor Arterials. They are generally not intended to serve trans-regional trips and generally will not provide route continuity for more than a mile or two (except in rural areas where they may be longer). These roadways are generally contained entirely within a district and connect the neighborhoods of that district with each other. Adjacent land uses include residential and commercial areas, open space, public lands, industrial site, and institutional sites.

"Minor Collectors" collect traffic from Local streets and deliver it to Major Collectors or Minor Arterials. They will not serve trans-regional trips and will not provide route continuity for more than a mile (except in rural areas where they may be longer). Adjacent land uses include residential and commercial areas, open space, public lands, industrial sites, and institutional sites. The contribution of Minor Collectors to the structural framework of the region is minimal, but affect neighborhood form.

CHAPTER 13-10

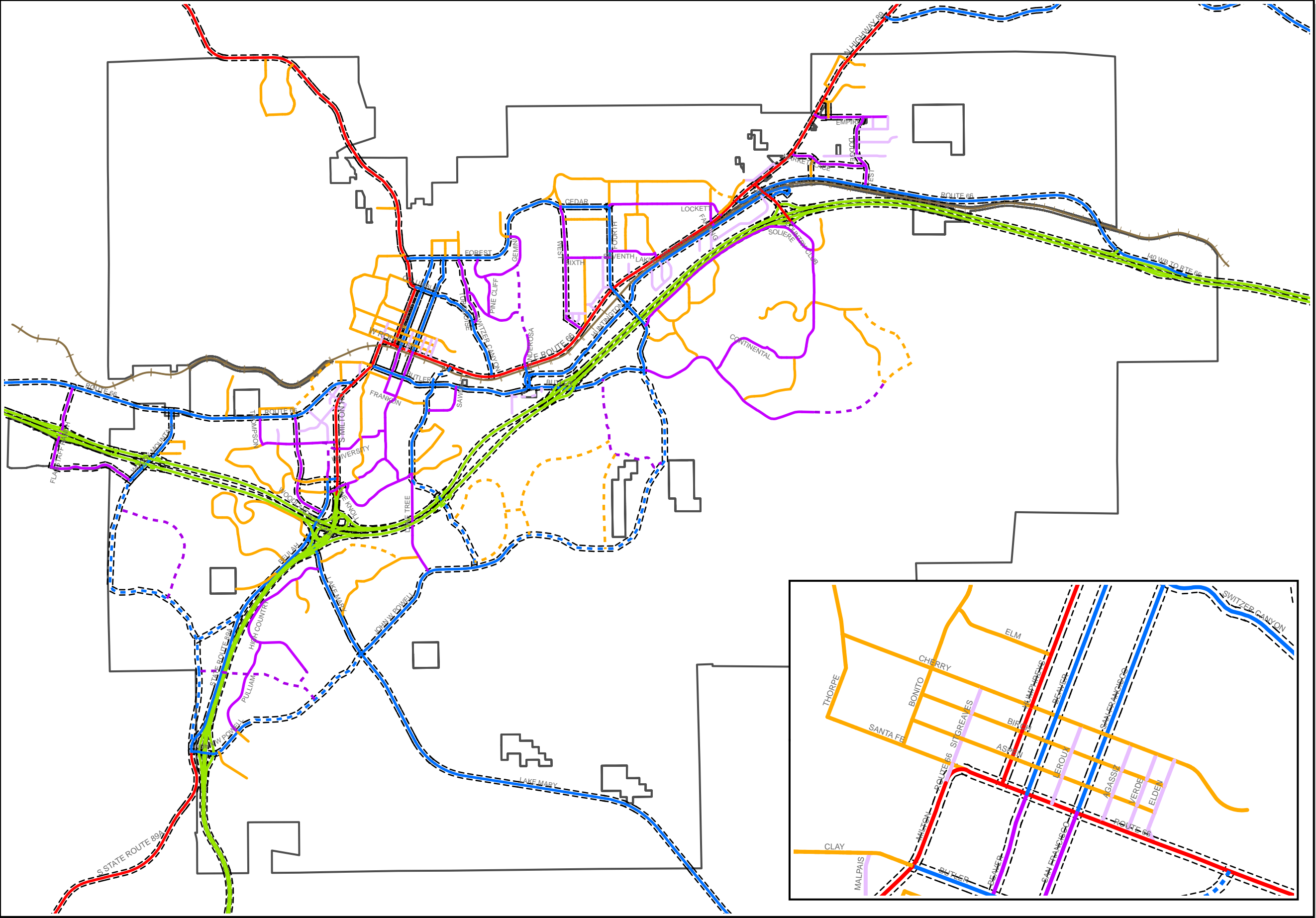
STREETS

"Commercial Local" refer to streets that provide for direct vehicle, bicycle, and pedestrian access to commercial land uses. The streets do not serve trans-regional trips and provide no route continuity beyond the areas they connect. Adjacent land uses include commercial areas, industrial sites, and institutional sites.

Section 13-10-014-0002 Truck Routes

The Truck Routes map positively identifies where trucks are to operate for cross and through-town trips. The Regional Plan policies direct the City and County to develop regulations for specifying how trucks may make deliveries (i.e., make use of the shortest route in and out of a residential area, during certain hours in certain zones). The map will guide investment and design decisions so that trucks may operate in the Flagstaff region safely and efficiently.

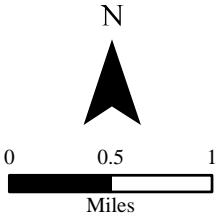
Section 13-10-014-0003 Map



**Roadway
Functional
Classification
Map**

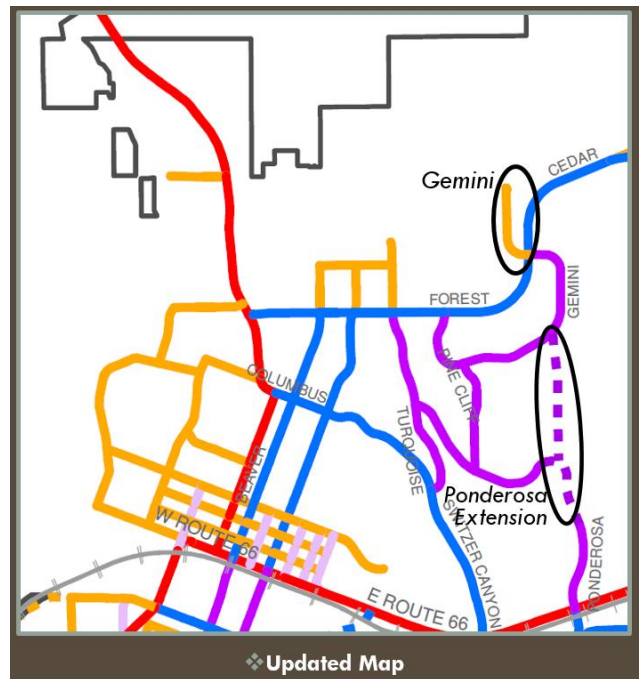
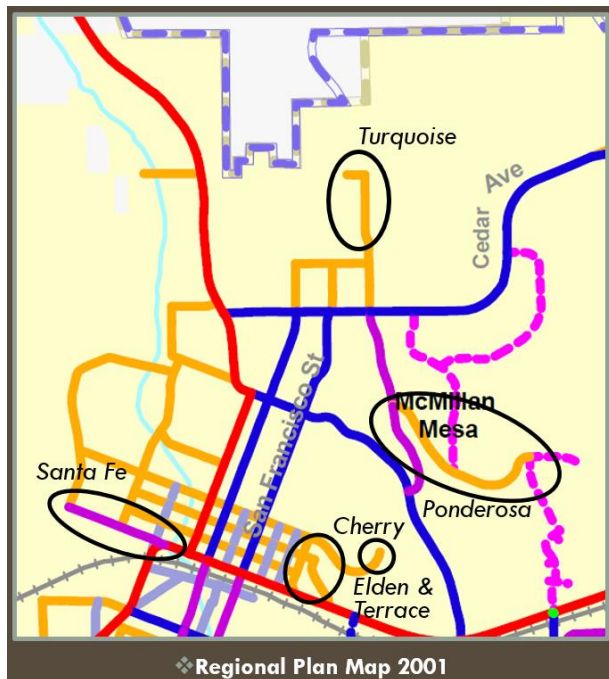
Legend

- Future Freeway
- Freeway
- Major Arterial
- Minor Arterial
- Future Minor Arterial
- Major Collector
- Future Major Collector
- Minor Collector
- Future Minor Collector
- Commercial Local
- Future Commercial Local
- Truck Routes



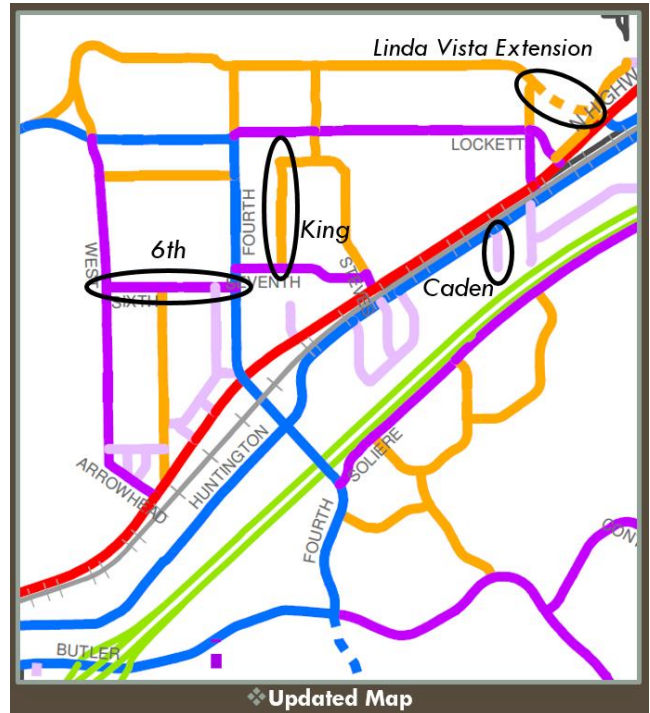
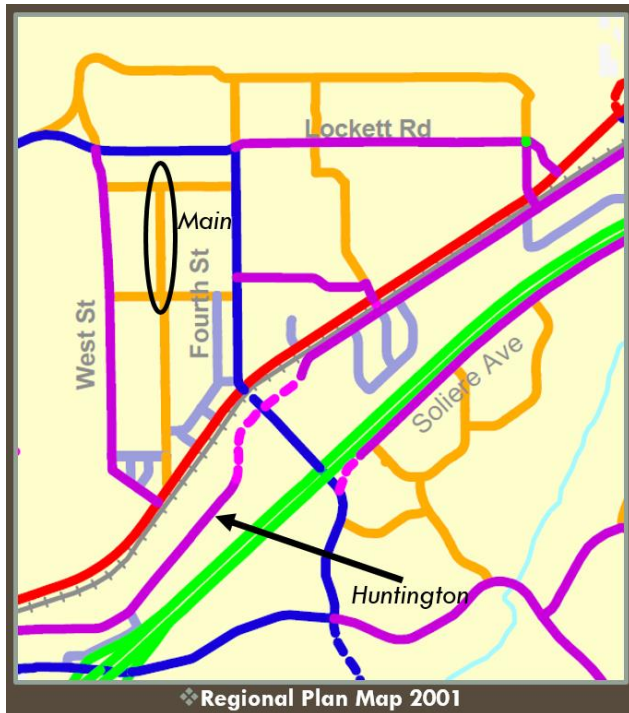
Appendix B

FUNCTIONAL CLASSIFICATION MAP CHANGES



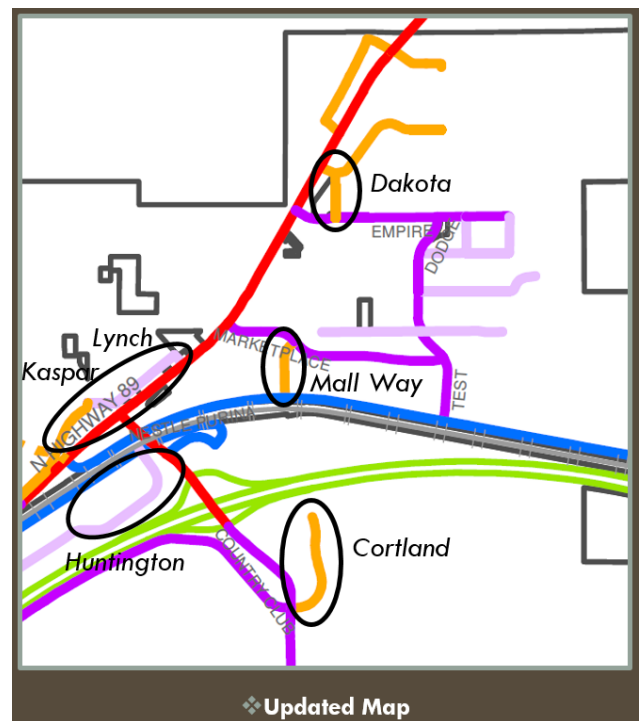
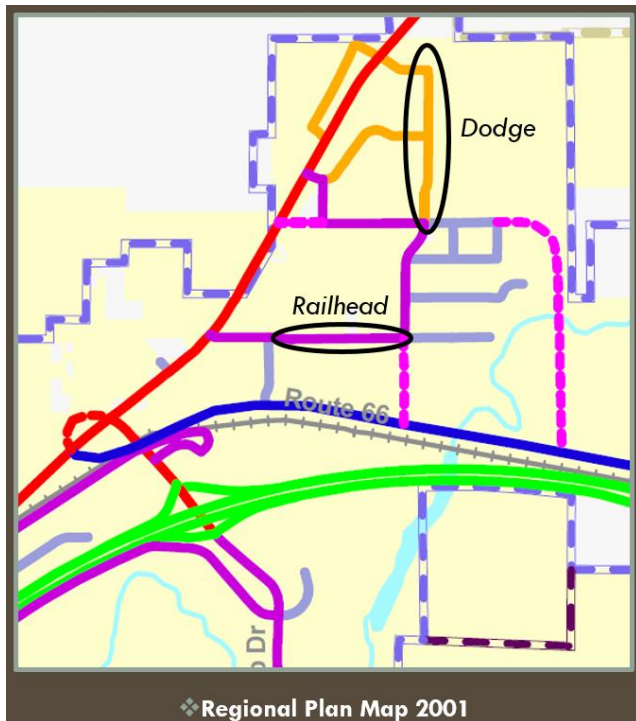
The following changes have been made in the downtown and McMillian Mesa areas of Flagstaff:

- Santa Fe Ave. changed from a major collector to a minor collector
- Elden St. changed from a minor collector to commercial local
- Terrace Ave. changed from minor collector to local
- George St. to David Dr. on Cherry Ave changed from minor collector to local
- Existing Ponderosa Pkwy, between Turquoise and the Catholic Church, changed from minor collector to major collector
- The future extension of Ponderosa Pkwy has been added as a future major collector
- Gemini, west of Cedar Ave., has been added as a minor collector
- Turquoise Dr., north of Juniper Ave., has changed from minor collector to local



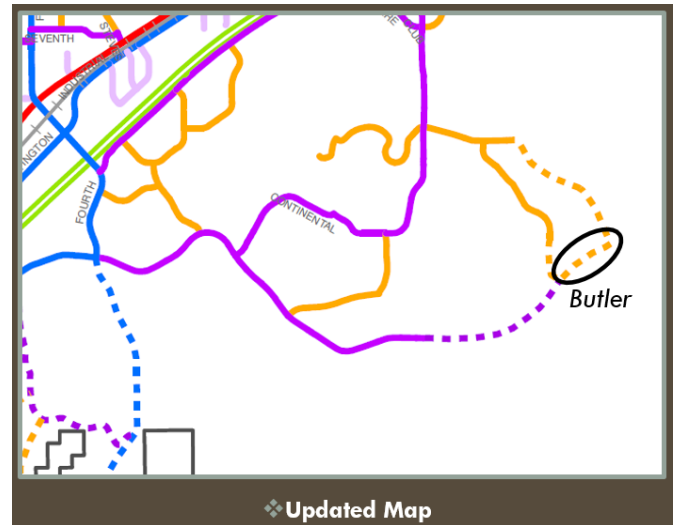
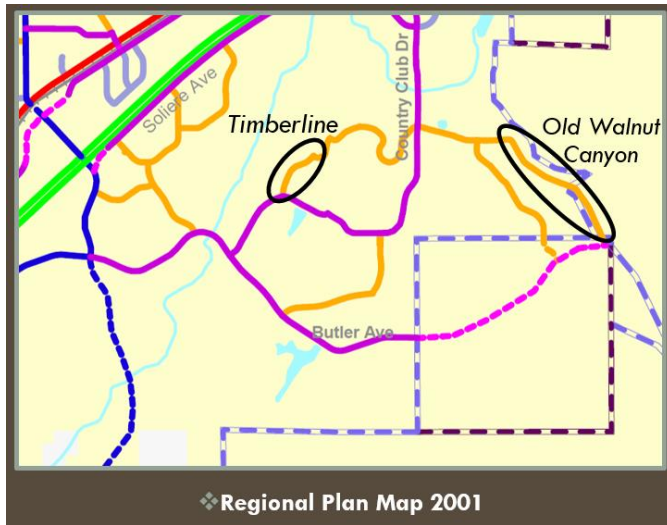
The following changes have been made in the Sunnyside and Foxglenn areas of Flagstaff:

- Main St. changed from minor collector to local
- Huntington Dr. changed from major collector to minor arterial
- 6th Ave. changed from minor collector to major collector
- King St. changed from local to minor collector
- Caden Ct. changed from local to commercial local
- The future extension of Linda Vista Dr. has been added as a future minor collector



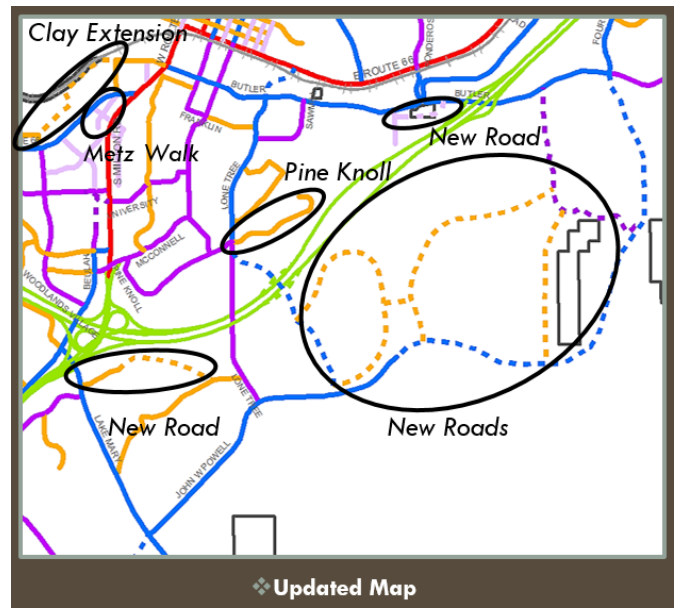
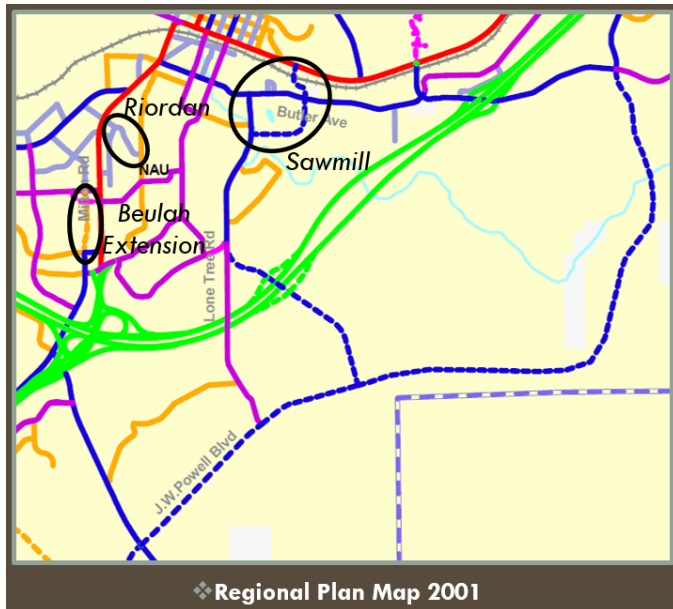
The following changes have been made in the mall and Smokerise areas of Flagstaff:

- Railhead Ave. changed from major collector to commercial local
- Dodge Ave. changed from minor collector to local
- A small section of Huntington Dr. (near Country Club Dr.) changed from local to commercial local
- Kaspar Dr. changed from local to minor collector
- Lynch Ave. changed from local to commercial local
- Mall Way changed from commercial local to minor collector
- Dakota St. changed from major collector to minor collector
- Cortland Blvd changed from commercial local to minor collector and was extended to the end of the cul-de-sac



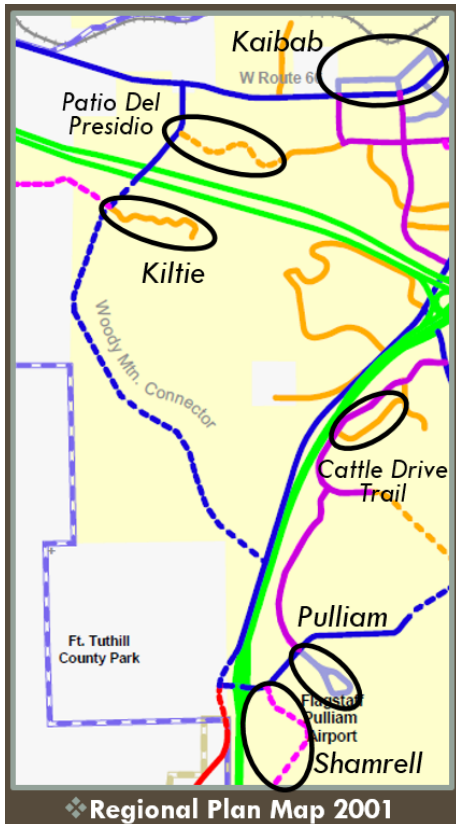
The following changes have been made in the Country Club area of Flagstaff:

- Timberline Rd. changed from minor collector to local
- Old Walnut Canyon Rd. changed from an existing road to a future road
- Butler Ave., from Walnut Hills Dr. to Old Walnut Canyon Rd., changed from future major collector to future minor collector



The following changes have been made in the Northern Arizona University area of Flagstaff:

- Riordan Rd., from Riordan Ranch St. to Knoles Dr., changed from commercial local to local
- The future extension of Beulah Blvd changed from a future minor collector to a future major collector
- Sawmill Rd. changed from a future minor arterial to a major collector
- The future extension of Clay Ave. has been added as a future minor collector
- Metz Walk changed from local to commercial local
- Pine Knoll Dr., east of Lone Tree Rd., changed from local to minor collector
- The future extension of Anita Ave. has been added as a future minor collector
- The future connector, connecting Babbitt Dr. and Butler Ave., has been added as a future commercial local
- Proposed new roadways in the Juniper Point development have been added as future minor collectors
- Harold Ranch Rd. changed from local to future major collector



The following changes have been made in the University Heights area of Flagstaff:

- Kiltie Ln. changed from minor collector to local
- Patio Del Presidio changed from future minor collector to minor collector and now stops at Mission Timber Cir.
- Presidio Dr. was added as a minor collector
- Kaibab Ln. was changed from commercial local to minor collector
- Cattle Drive Tr. changed from minor collector to local
- Shamrell Blvd changed from future major collector to minor collector
- Pulliam Dr. changed from commercial local to minor collector
- Forest Meadows St., north of University Ave., changed from local to commercial local
- Highland Mesa Rd. changed from local to minor collector
- University Heights, north of Andrea Dr., changed from local to minor collector
- Proposed roadways near the future Woody Mountain connector have been added as future major collectors
- Beulah Blvd realignment has been added as a future minor arterial
- Proposed overpass/underpass has been added to connect Beulah Realignment to John W. Powell as a future major collector
- High Country Tr. connection has been added as a future major collector

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Human Resources Manager
Date: 06/22/2015
Meeting Date: 07/07/2015



TITLE:

Consideration and Adoption of Ordinance No. 2015-14: Amending the Employee Handbook of Regulations and Flagstaff City Code by adopting amendments relating to Retiree Insurance relating to eligibility.

RECOMMENDED ACTION:

At the July 7, 2015, Regular Council Meeting:

- 1) Read Ordinance No. 2015-14 for the first time by title only
- 2) City Clerk reads Ordinance No. 2015-14 for the first time by title only (if approved above)

At the July 21, 2015, Regular Council Meeting:

- 3) Read Ordinance No. 2015-14 for the final time
- 4) City Clerk reads Ordinance No. 2015-14 for the final time (if approved above)
- 5) Adopt Ordinance No. 2015-14

Executive Summary:

The amendments to the Employee Handbook of Regulations and Flagstaff City Code relating to Retiree Insurance include:

- Clarifying the definition of NAPEBT; and
- Aligning the eligibility for retiree insurance with the other Northern Arizona Public Employee Benefit Trust employers to be five (5) years of continuous service with one or more of the NAPEBT employers.

Financial Impact:

None.

Connection to Council Goal and/or Regional Plan:

Effective governance.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

Option 1: Support the changes requested by the Northern Arizona Public Employees Benefit Trust Trustees.

Option 2: Request other changes to be incorporated into the ordinance.

Option 3: Maintain the current ordinance as written and do not adopt any changes.

Community Involvement:

Inform.

Attachments: Ord. 2015-14

ORDINANCE NO. 2015-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF RELATING TO RETIREE INSURANCE, AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS AND FLAGSTAFF CITY CODE, PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City desires to provide retirees insurance consistent with policy established by the Northern Arizona Public Employees Benefit Trust ("NAPEBT").

ENACTMENTS:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 1, *Administrative*, Chapter 14, *Personnel System*, Section 1-14-001-0001 *Personnel System Adopted*, is hereby amended by adopting those changes to the Employee Handbook of Regulations, herein referred to as "2015 Addendum 7 of the Flagstaff Employee Handbook of Regulations," as follows (additions shown in underlined capitalized text, deletions shown as stricken, and paragraphs E and F renumbered as B.2 and B.3 respectively):

1-70-030. RETIREE INSURANCE

The City will provide medical and dental insurance for eligible City retirees under certain terms and conditions, all of which are subject to change in part or in whole depending on policy changes made by the Northern Arizona Public Employees Benefit Trust (NAPEBT) or the City policy.

A. DEFINITIONS:

"NAPEBT EMPLOYER" MEANS ANY EMPLOYER MEMBER OF THE NORTHERN ARIZONA PUBLIC EMPLOYEES BENEFIT TRUST.

B. ELIGIBILITY:

A-1. To be eligible, an employee must retire from City service AFTER A MINIMUM OF FIVE (5) YEARS OF CONTINUOUS SERVICE WITH ONE OR MORE NAPEBT EMPLOYERS and apply for and receive retirement benefits from either the Arizona State Retirement System or the Public Safety Personnel Retirement System.

E-2. Retirees can maintain their coverage under the provisions of this program until the retiree reaches age sixty-five (65) and/or becomes entitled to Medicare.

- ~~F.3.~~ Dependent coverage is available subject to the limitations outlined in the City's group health insurance policy. Dependents cannot continue in this insurance program when the retiree is no longer eligible, but will be eligible to continue benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The domestic partner will not be eligible to continue benefits under COBRA unless the employee elects continuation for himself/herself or the domestic partner is a qualified tax code dependent.

C. PROCEDURES:

- ~~B.1.~~ The retirees will pay the entire premium amount; there will be no City contribution. The premium rates will be reviewed annually.
- ~~G.2.~~ Those eligible employees retiring will have thirty (30) days after their last working day to enroll in the insurance program. If they fail to do so within this thirty (30) day period they will be unable to join at a later date.
- ~~D.3.~~ Payments will be made directly to the City of Flagstaff through its Finance Section on a monthly basis by the due date of the statement, which is approximately the 20th of each month. It is the responsibility of the retirees to make the payments. Participants who fail to pay are subject to cancellation.

SECTION 2. Penalties.

Any person found in violation of any provision of the Flagstaff Employee Handbook of Regulations may be subject to discipline, as set forth in such Handbook.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The Human Resources Director is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to the City of Flagstaff Employee Handbook of Regulations as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency.

SECTION 6. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council. The changes to the Employee Handbook of Regulations as set forth in Section 1 of this ordinance shall be effective from and after July 1, 2015.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of July, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 06/24/2015
Meeting Date: 07/07/2015



TITLE:

Approval of Ballot Language: For November 2015 Special Election. (*Approval of Ballot Language as exhibit to Resolution No. 2015-26*)

RECOMMENDED ACTION:

Approval Ballot Language as Exhibit to Resolution No. 2015-26 adopted on June 16, 2015.

Executive Summary:

The City Council initially gave direction to conduct a comprehensive review of the City Charter through a City Manager-appointed resident committee. This committee met 10 times during 2014 and presented their recommendations to the City Manager in October. On October 28 and November 25, 2014, the City Council discussed these proposals and directed staff to bring back, in resolution form, those proposals which were housekeeping changes that were either clarifying or of a technical nature. Those proposals were placed on the ballot for May 19, 2015. The remaining proposals, which focus more broadly on policy were taken to the residents of Flagstaff for additional input.

At their June 16, 2015, a majority of Council adopted Resolution No. 2015-25, with the condition that the ballot language (attached as an exhibit) be approved by the Council. The attached language includes the six questions previously presented and the additional two that were added at the last Council meeting.

Financial Impact:

Adoption of the resolution will direct staff to move forward with a November 3, 2015, Special Election which has been budgeted in the 2015-2016 budget.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

Has There Been Previous Council Decision on This:

Yes, as outlined in the Executive Summary above, these questions have been discussed by the City Council at various times over the past year, most recently at the June 16, 2015, Council meeting.

Options and Alternatives:

- 1) Approve the language
- 2) Amend the language

Background/History:

The City Council initially gave direction to conduct a comprehensive review of the City Charter through a City Manager-appointed resident committee. This committee met 10 times during 2014 and presented their recommendations to the City Manager in October. On October 28 and November 25, 2014, the City Council discussed these proposals and directed staff to bring back, in resolution form, those proposals which were housekeeping changes that were either clarifying or of a technical nature. Those proposals were placed on the ballot for May 19, 2015. The remaining proposals, which focus more broadly on policy were taken to the residents of Flagstaff for additional input.

At their June 16, 2015, a majority of Council adopted Resolution No. 2015-25, with the condition that the ballot language (attached as an exhibit) be approved by the Council. The attached language includes the six questions previously presented and the additional two that were added at the last Council meeting.

Community Involvement:

Inform
Consult
Involve
Collaborate
Empower

Attachments: Exhibit.Language Only

EXHIBIT 'A'
FORM OF OFFICIAL BALLOT
OFFICIAL BALLOT

QUESTION NO. 1

Shall the Charter of the City of Flagstaff, Arizona, Article II, Section 13, SPECIAL MEETINGS, be amended as follows:

*The Mayor **OR CITY MANAGER** may, or, at the request of three (3) members of the Council, shall, by giving notice thereof to all members of the Council then in the City, call a special meeting of the Council for a time not earlier than three (3) hours after the notice is given.¹ Special meetings of the Council may also be held at any time by the common consent of all the members of the Council.*

OFFICIAL TITLE: AMENDMENT TO ARTICLE I, SECTION 13, *SPECIAL MEETINGS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article II, Section 13, *Special Meetings*, to allow the City Manager to call special meetings.

A **YES** vote shall have the effect of amending Article II, Section 13, of the Charter to allow the City Manager to call special meetings.

YES ☐

A **NO** vote shall have the effect of not amending Article II, Section 13, of the Charter and maintaining that only the Mayor or three members of Council may call special meetings.

NO ☐

QUESTION NO. 2

Shall the Charter of the City of Flagstaff, Arizona Article IV, Section 5, PERSONNEL RULES AND REGULATIONS, be amended as follows:

~~*The Council shall, by ordinance, provide for the establishment of THE CITY MANAGER SHALL ESTABLISH Personnel Rules and Regulations, EXCEPT THOSE RESERVED TO THE COUNCIL UNDER THIS CHARTER, for the purpose of regulating and controlling the appointments, promotions,*~~

¹ ARS §38-431.02 preempts the ability of the Mayor or Council to call a special meeting for a time not earlier than three (3) hours; **therefore, twenty-four (24) hours is required.**

~~demotions, discharges, and reinstatements of~~ all officers and employees of the City, except those elected by the people, members of appointive boards and commissions, ~~and~~ volunteers who serve without pay, ~~and also except~~ the City Manager, the City Attorney, and the Police Judges.

OFFICIAL TITLE: AMENDMENT TO ARTICLE IV, SECTION 5, *PERSONNEL RULES AND REGULATIONS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article IV, Section 5, *PERSONNEL RULES AND REGULATIONS*, to allow the City Manager to establish all personnel rules and regulations.

A **YES** vote shall have the effect of amending Article IV, Section 5, of the Charter to allow the City Manager to establish all personnel rules and regulations except Council may adopt personnel rules and regulations if another section of the Charter reserves that authority to Council. (See Question No. 3)

YES

☐

A **NO** vote shall have the effect of not amending Article IV, Section 5, of the Charter, and maintaining that the Council shall establish all personnel rules and regulations.

NO

☐

QUESTION NO. 3

*Shall the Charter of the City of Flagstaff, Arizona Article III, Section 3, **POWERS AND DUTIES** [of the City Manager], paragraph (c) be amended as follows:*

The City Manager shall:

(a)...

(b)...

*(c) Appoint and, when necessary for the good of the service, lay off, suspend, transfer, demote, or remove all officers and employees of the City, except as otherwise provided by this Charter, and except as the Manager may authorize the head of a department or office to appoint and remove subordinates in such department or office, **EXCEPT THAT THE COUNCIL MAY ESTABLISH** ~~subject to such~~ merit system regulations **REQUIRING NOTICE AND A REVIEW OR HEARING PRIOR TO ANY LAYOFF, SUSPENSION, DEMOTION, AND TERMINATION** ~~as the Council may adopt;~~*

OFFICIAL TITLE: AMENDMENT TO ARTICLE III, SECTION 3, *POWERS AND DUTIES* [of the City Manager], OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article III, Section 3, *POWERS AND DUTIES [of the City Manager]*, to provide for the Council to establish regulations requiring notice and review or hearing prior to any layoff, suspension, demotion, and termination.

A **YES** vote shall have the effect of amending Article III, Section 3, of the Charter, and there are two possible outcomes, depending on the results of Question No. 2: If Question No. 2 is approved by the voters, Council will only have authority to establish personnel regulations regarding notice and review or hearing prior to any layoff, suspension, demotion, or termination of city employees. If Question No. 2 is not approved, Council will retain authority to establish all personnel regulations.

YES ☐

A **NO** vote shall have the effect of not amending Article III, Section 3, of the Charter, and there are two possible outcomes, depending on the results of Question No. 2: If Question No. 2 is approved by the voters, the City Manager will have authority to establish all personnel regulations including those related to review or hearing prior to any layoff, suspension, demotion and termination. If Question No. 2 is not approved, then Council will retain authority to establish all personnel regulations including those related to review or hearing prior to any layoff, suspension, demotion, and termination.

NO ☐

QUESTION NO. 4

Shall the Charter of the City of Flagstaff, Arizona, Article IX, Section 5, PRIMARY ELECTIONS, be amended as follows:

Article IX, Section 5 – PRIMARY AND GENERAL ELECTIONS

- (a) ~~**The Primary Election shall be held on the first Tuesday in February in even numbered years. THE PRIMARY ELECTION SHALL BE HELD IN THE SUMMER AND THE GENERAL ELECTION SHALL BE HELD IN THE FALL OF EVEN-NUMBERED YEARS, ON DAYS PROVIDED FOR BY ARIZONA STATUTES AS MAY BE AMENDED.**~~ *The two candidates receiving the highest number of votes at the Primary Election for each office for which there is a vacancy will be considered nominated for such office, and their names shall be printed on the ballot for the General Election; provided, that if there be any person who, under the provisions of this Section would have been entitled to become a*

candidate for any office except for the fact that some other candidate received said equal number of votes therefor, then all such persons receiving said equal number of votes shall likewise become candidates for such office.

- (b) *In the event that no more than two candidates file nominating petitions for each vacancy in office, the Primary Election may be dispensed with as to that office.*

so long as the canvass of election shows that: (a) a majority of the qualified electors voting in this election approve this amendment; and (b) more votes are cast in favor of this amendment than the number of votes cast in favor of the option presented (Ballot Question No. 5).

OFFICIAL TITLE: AMENDMENT TO ARTICLE IX, SECTION 5, **PRIMARY AND GENERAL ELECTIONS**, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article IX, Section 5, **Primary AND GENERAL Elections**, to hold candidate elections in the summer/fall of even-numbered years.

A **YES** vote shall have the effect of amending Article IX, Section 5, of the Charter to hold candidate elections in the summer and fall of even-numbered years.

YES

☐

A **NO** vote shall have the effect of not amending Article IX, Section 5, of the Charter to hold candidate elections in the summer and fall of even-numbered years. If both Question No. 4 and 5 fail, the City will hold another election to determine future election dates.

NO

☐

QUESTION NO. 5

Shall the Charter of the City of Flagstaff, Arizona, Article IX, Section 5, PRIMARY ELECTIONS, be amended as follows:

Article IX, Section 5 – PRIMARY AND GENERAL ELECTIONS

- (c) ~~**The Primary Election shall be held on the first Tuesday in February in even numbered years. THE PRIMARY AND GENERAL ELECTIONS SHALL BE HELD IN THE SPRING OF ODD-NUMBERED YEARS, ON DAYS PROVIDED FOR BY ARIZONA STATUTES AS MAY BE AMENDED.**~~ *The two candidates receiving the highest number of votes at the Primary Election for each office for which there is a vacancy will be considered nominated for such office, and their names shall be printed on the ballot for the General Election; provided, that if there be any person who, under the provisions of this Section would have been entitled to become a candidate for any office except for the fact that some other*

candidate received said equal number of votes therefor, then all such persons receiving said equal number of votes shall likewise become candidates for such office.

- (d) *In the event that no more than two candidates file nominating petitions for each vacancy in office, the Primary Election may be dispensed with as to that office.*

so long as the canvass of election shows that: (a) a majority of the qualified electors voting in this election approve this amendment; and (b) more votes are cast in favor of this amendment than the number of votes cast in favor of the other option presented (Ballot Question No. 4).

OFFICIAL TITLE: AMENDMENT TO ARTICLE IX, SECTION 5, *Primary AND GENERAL Elections*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article IX, Section 5, *Primary AND GENERAL Elections*, to hold candidate elections in the spring of odd-numbered years.

A **YES** vote shall have the effect of amending Article IX, Section 5, of the Charter to hold candidate elections in the spring of odd-numbered years.

YES ☐

A **NO** vote shall have the effect of not amending Article IX, Section 5, of the Charter to hold candidate elections in the spring of odd-numbered years. If both Question No. 4 and 5 fail, the City will hold another election to determine future election dates.

NO ☐

QUESTION NO. 6

Shall the Charter of the City of Flagstaff, Arizona, Article IX, Section 6, TIME OF HOLDING THE GENERAL ELECTION, be amended as follows:

~~**Article IX, Section 6 — TIME OF HOLDING THE GENERAL ELECTION**~~

~~**The General Election shall be held on the first Tuesday in March in each even-numbered year.**~~

OFFICIAL TITLE: AMENDMENT TO ARTICLE IX, SECTION 6, *Time of Holding the General Election*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article IX, Section 6, *Time of Holding the General Election*, to eliminate this section of the Charter and combine the primary and general elections in one section.

A **YES** vote shall have the effect of amending Article IX, Section 6, of the Charter to eliminate this section of the Charter and combine the primary and general election dates in one section.

YES ☐

A **NO** vote shall have the effect of not amending Article IX, Section 6, of the Charter and the City will hold another election to remedy the inconsistency in the Charter language.

NO ☐

QUESTION NO. 7

Shall the Charter of the City of Flagstaff, Arizona, Article II Section 17, CONSIDERATION OF PETITIONS, be amended as follows:

*Any citizen of the City may present a written petition to the City Manager, **SIGNED BY A MINIMUM OF 25 CITIZENS FROM THE CITY OF FLAGSTAFF IN A FORM PRESCRIBED BY ORDINANCE**, who shall present it to the Council at its next regular meeting; such petition shall be acted upon by the Council, in the regular course of business, within thirty-one (31) days after such presentation.*

OFFICIAL TITLE: AMENDMENT TO ARTICLE II, SECTION 17, CONSIDERATION OF PETITIONS, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article II, Section 17, *Consideration of Petitions*, to establish requirements for petitions submitted to the City.

A **YES** vote shall have the effect of amending Article II, Section 17, of the Charter to require 25 citizens to sign a petition before the Council is required to act upon that petition.

YES ☐

A **NO** vote shall have the effect of not amending Article II, Section 17, of the Charter and maintaining that any citizen may require Council to consider his or her petition.

NO ☐

QUESTION NO. 8

Shall the Charter of the City of Flagstaff, Arizona Article VIII, Section 2, **PURCHASES AND CONTRACTS ~~FOR CITY IMPROVEMENTS~~**, be amended as follows:

- (b) Any City ~~improvement costing fifty thousand dollars (\$50,000) or more, or any~~ purchase costing more than **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** ~~fifty thousand dollars (\$50,000)~~, shall be executed by contract, except where such improvements or purchase is authorized by the Council to be executed directly by a City department, in conformity with detailed plans, specifications, and estimates approved by the City Manager. Such contracts shall be advertised for bids, as directed in Section 3 of this Article. The City Manager, with the approval of the City Council, may enter into a contract with the lowest responsible bidder whose proposal is the most satisfactory.
- (c) Any contract or purchase exceeding the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** ~~fifty thousand dollars (\$50,000)~~ shall require the prior approval of the Council.

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 2, **PURCHASES AND CONTRACTS ~~FOR CITY IMPROVEMENTS~~**, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding an amendment to Article VIII, Section 2, **PURCHASES AND CONTRACTS ~~FOR CITY IMPROVEMENTS~~**, increasing the threshold dollar amount requiring formal bidding of City purchases and contracts from \$50,000 to \$100,000.

A **YES** vote shall have the effect of amending Article VIII, Section 2, of the Charter increasing the threshold dollar amount requiring formal bidding of City purchases and contracts from \$50,000 to \$100,000.

YES

☐

A **NO** vote shall have the effect of not amending Article VIII, Section 2, of the Charter, retaining the current \$50,000 threshold dollar amount requiring formal bidding of City purchases and contracts.

NO

☐